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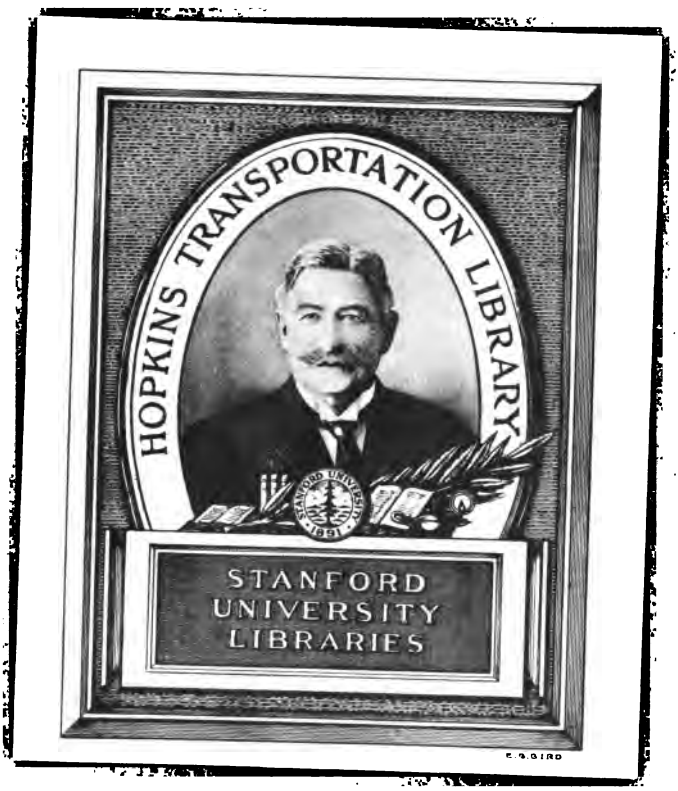
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Dated 13th day of May, 1862.

THE POSTMASTER-GENERAL

WITH THE

Londonderry and Enniskillen Railway Company.

CONTRACT

FOR

CONVEYANCE OF THE MAILS

BETWEEN

OMAGH AND LONDONDERRY.

ROBERT THOMPSON, Solicitor,
General Post Office, Dublin.

DUBLIN:
PRINTED BY ALEXANDER THOM, 87 & 88, ABBEY-STREET,
FOR HER MAJESTY'S STATIONERY OFFICE.
1862.

CONTRACT

FOR THE

CONVEYANCE OF THE MAILS.

THIS INDENTURE made the 13th day of May in the year of Our Lord 1862 between the Right Honourable Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General for the time being of the one part and the Londonderry and Enniskillen Railway Company of the other part Whereas in pursuance of a certain Notice bearing date the 26th day of September 1856 under the hand of Her Majesty's Postmaster-General delivered to the said Railway Company in exercise of the powers vested in the said Postmaster-General by an Act passed in the second year of the reign of Her present Majesty intituled "An Act to provide for the conveyance of the Mails by Railways" the mails and post letter bags together with the guards in charge thereof have been and are conveyed and forwarded on the said Company's Railway between Omagh and Londonderry from and after the 31st day of October, 1856 in the manner set forth in such notice and at the times and hours specified therein and in the time bills annexed thereto and also set forth in the Schedule annexed to these presents.

Recites Notice given by the Postmaster-General, under the Act of the 1 & 2 Vic. cap. 98.

And whereas the said Railway Company have further agreed that in addition to the services so being performed under the said notice the Postmaster-General shall from the commencement and during the continuance of this present Contract have full power to forward the mails and post letter bags on and over the said Company's lines of railway or any part thereof wherever and whenever it may be considered suitable or desirable to do so either with or without Post Office guards by any of the express and ordinary goods or passenger trains running on the said lines of railway either at present or at

That the Company have agreed to perform additional services by their ordinary trains.

any time hereafter during the continuance of this Contract.

That the Postmaster-General and the Company have agreed to enter into the arrangements hereinafter contained.

And whereas it has been agreed between the said Postmaster-General and the said Londonderry and Enniskillen Railway Company to enter into the arrangements covenants and agreements hereinafter contained as well for the performance by the said Company of the services under the said Notice of the 26th September 1856 mentioned and contained in the Schedule hereto annexed as also of the services to be hereafter required to be performed by the said Company in the conveyance on their railway or any part thereof when thereto required of mails and post letter bags by their express and ordinary goods or passenger trains respectively for the term of three years at and for a yearly sum of money to be paid to the said Company by the said Postmaster-General as hereinafter mentioned but without prejudice to the subsequent continuance of the services required under the said recited Notice of the 26th September 1856 and also without prejudice to the subsequent continuance of services required under any other notice or notices to be hereafter given by him to the said Company under or by virtue of the said recited Act of Parliament or under or by virtue of another Act passed in the seventh and eighth years of the reign of Her present Majesty intituled "An Act to "attach certain conditions to the construction of "future Railways authorized or to be authorized by "any Act of the present or succeeding Sessions of "Parliament and for other purposes in relation to "Railways" or under or by virtue of another Act passed in the eleventh year of Her present Majesty intituled "An Act for giving further facilities for the "transmission of letters by post and for the regulat-"ing the duties of postage thereon and for other "purposes relating to the Post Office" or any of them it being expressly understood and agreed between and by the said parties hereto that nothing herein contained is to limit or control or otherwise affect the rights powers or authorities of the Postmaster-General in reference to any notice or notices heretofore given or hereafter to be given by him to the said Company under or by virtue of the said recited Acts or any of them subject nevertheless to

the payment of additional remuneration for additional mail trains or for increased speed as hereinafter mentioned.

And whereas it has been also agreed between the said Postmaster-General and the said Railway Company that all payments and remuneration for the conveyance of the said mails and post letter bags guards and other officers of the Post Office in performance of the services contained in the said Notice of the 26th September 1856 hereinbefore recited shall be considered as having ceased and determined on and from the 2nd day of February 1862 and that all the services performed and to be performed from and after that day by the said Railway Company whether under and by virtue of the said Notice of the 26th September 1856 or of any notice to be hereafter given under any of the said recited Acts or by the future conveyance of the mails or post letter bags either in charge of Post Office guards or otherwise over their railway and every or any part thereof by their express and ordinary passenger or goods trains when and so often as may be from time to time required are to be paid for under this Contract in the manner hereinafter mentioned and all liability by or on the part of the Postmaster-General for the time being to make any payment or remuneration to the said Company in respect of such last-mentioned services or any of them except the payment and remuneration mentioned and provided for by this Contract is to cease and determine upon the execution of these presents.

That all payments for services under notice, from the 2nd February, 1862, and for services to be performed by ordinary trains, shall be made under this Contract during the continuance thereof.

Now this Indenture witnesseth that in pursuance of such several agreements and in consideration of the covenants or agreements hereinafter contained on the part of the said Postmaster-General they the said Londonderry and Enniskillen Railway Company do hereby for themselves and their successors covenant promise and agree with and to the said Edward John Lord Stanley of Alderley on behalf of himself and his successors Postmaster-General for the time being in manner and form following that is to say

Obligations on part of the Company.

That they the said Railway Company and their successors shall and will well and truly perform all the services in the said Notice of the 26th September 1856 contained and shall convey and forward the

To perform the services now in force under the said Notice of 26th September, 1856, and also set forth in Schedule,

and any other services of which notice shall hereafter be given.

mails and post letter bags with the guards in charge thereof as in said notice mentioned between Omagh and Londonderry in the manner set forth in such notice and at the times and hours specified therein and in the time bill attached thereto and also set forth in the Schedule annexed to these presents and shall in all respects fulfil the requirements of said notice and also shall and will well and truly perform all other services of which notice shall hereafter be given to the said Company by the Postmaster-General for the time being under or pursuant to the said recited Acts or any of them subject to the payment of additional remuneration for additional mail trains and for accelerated speed as hereinafter mentioned. And also shall and will from henceforth until the determination of this present Contract in manner hereinafter provided convey or cause to be conveyed to from and between the several places on the line of the said Company's Railway as shall from time to time hereafter be required by the Postmaster-General or any of his officers and on the days required by their ordinary and accustomed railway trains and carriages all such mails or bags of letters or packets or newspapers as shall for that purpose be tendered to the said Company or their successors or any of their agents or servants by the Postmaster-General for the time being or any of his agents or officers together with the guards in charge of the same and any other officers of the Post Office the Postmaster-General or the Inspector of Mails in Dublin for the time being shall from time to time require and also shall and will from henceforth during the continuance of this Contract and subject to the regulations herein contained convey all such mails and bags of letters or packets and newspapers as shall for that purpose be tendered in manner aforesaid to the said Company and all such officers of the Post Office as the Postmaster-General or the Inspector of Mails in Dublin for the time being shall from time to time require over all the line of railway belonging to the said Company and by all or any of the express and ordinary trains of the said Company whether passenger or luggage trains which now or shall hereafter run over and upon the said lines of railway.

And convey the mails between all places on their line of railway by their ordinary passenger or goods trains, on being required by the Postmaster-General or any of his officers to do so.

And further that the guards and other servants of the said Londonderry and Enniskillen Railway Company in charge of or travelling with such express and ordinary passenger or goods trains over their railway or any part thereof shall in all instances when required to do so by the said Postmaster-General or any of his officers or servants take charge of any mails and bags of letters or packets and newspapers sent by any such express and ordinary passenger or goods trains and duly and safely deliver same at their respective destinations and take charge of receive and deliver all such mails or bags of letters or packets and newspapers tendered to them at any of the intermediate stations on said railway where such express and ordinary passenger or goods trains may stop and such guards or servants while so employed shall be deemed to be for the time being in the employment of Her Majesty's Post Office. And also that the said Railway Company and their successors shall and will use their utmost endeavours consistent with a due regard to the convenience of the travelling public to arrange the times of arrival and departure of their express and ordinary passenger or goods trains (not being the services mentioned or contained in the Notice of the 26th September 1856 and Schedule hereto annexed or in any notice to be hereafter given by the Postmaster-General pursuant to said recited Acts or of any of them) in such manner as will most coincide with the convenience of the Postmaster-General his agents or servants.

The guards or other servants of the Company to take charge of the mails, &c., when required.

The Company arranging their ordinary traffic to suit the convenience of the Post Office as much as possible.

And the said Railway Company hereby further covenant and agree for themselves and their successors that their porters and other servants shall and will at the terminal and other stations on their line of railway mentioned in the said Notice of the 26th September 1856 and in the schedule hereto annexed or to be mentioned in any notice to be hereafter served under any of the said recited Acts or in any notice served on the said Company for the conveyance of the mails by their ordinary trains as aforesaid assist in loading and unloading the mails and bags of letters or packets and newspapers. And also that all railway carriages to be from time to time required under or by virtue of this Contract shall be provided and furnished by and at the sole costs and charges of the

The porters and other servants of the Company to assist in loading and unloading the mails &c.

The carriages required under the Contract to be provided by the Company.

said Railway Company who shall paint and fit up the same in all respects to the reasonable satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being. And further that the said railway carriages shall receive take up deliver and leave mails and bags of letters or packets and newspapers guards and other officers of the Post Office at all intermediate stations and places situate between the respective terminal stations of the said Company as shall be directed by the Postmaster-General, or by notice served on the said Company for the conveyance of the mails by their ordinary trains as aforesaid save and except that as to the trains in which the mails shall not be forwarded under or by virtue of any notice already given or to be hereafter given by the Postmaster-General under the said recited Acts or any of them the Company shall not be bound to receive take up deliver or leave mails or bags of letters or packets and newspapers guards and other officers of the Post Office at any intermediate station other than those at which such trains shall stop nor shall such trains be detained at any station in consequence of the non-arrival thereat in due time of any mails or mail bags guards or other officers of the Post Office.

The carriages to receive and deliver mails at all intermediate stations, but in the conveyance of mails by ordinary trains, such trains are not to be required to receive or deliver mails at any intermediate station, other than at those at which such trains shall stop, nor are they to be detained at any station in consequence of non-arrival of mails, &c.

The Company to provide and forward by any mail train Post Office tenders and travelling Post offices when required by notice from the Postmaster-General.

And the said Railway Company hereby further covenant and agree on the part of themselves and their successors that they the said Railway Company shall and will at their own costs and charges if required by the Postmaster-General for the time being by notice in writing provide and convey by any railway train in which the mails shall be forwarded under or by virtue of any notice given by the Postmaster-General under the said recited Acts or any of them one or more Post Office tenders as may be requisite for conveying mail bags ~~and one or more separate carriages as may be requisite each of which separate carriages shall be fitted up as a Post Office with the necessary sorting boxes~~ and convey therein such officer or officers of the Post Office as the Postmaster-General or the Inspector of Mails in Dublin for the time being shall require.

And fit them up with sorting boxes and convey officers of the Post Office therein.

The Company to provide all such reasonable accommodation for the convey-

And the said Railway Company hereby further covenant and agree on the part of themselves and their successors that they the said Railway Company

shall and will at their own costs and charges provide all such reasonable accommodation for the conveyance of the mails and bags of letters or packets and newspapers as the Postmaster-General or Inspector of Mails in Dublin for the time being shall or may from time to time require and shall also take and adopt all necessary measures and precautions for the safety of the same to the satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being and the said Railway Company shall also provide reasonable accommodation to the satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being for the use of the guards in charge of the said mails and bags. And also that they the said Railway Company shall and will from time to time if required so to do by the said Postmaster-General or Inspector of Mails in Dublin for the time being remove any of the carriages to be provided and furnished as aforesaid which shall have become worn out and substitute other carriages in the stead and place of the carriages so to be removed to the good liking of the said Postmaster-General or said Inspector of Mails.

ance of the mails, &c., as may be required, and provide for the safety of the mails.

The Company when required, to remove carriages which shall be worn out, and substitute others for them.

And further that in the event of any accident happening to the said railway or to any train or carriage so to be employed as aforesaid whereby the conveyance of the mails mentioned and specified in said Notice of the 26th September 1856 and in the Schedule hereto annexed or in any notice served pursuant to the provisions of any of the said recited Acts over the said railway with the guards and officers accompanying same may be stopped impeded or delayed or in the event of any train or any such carriage as aforesaid being delayed or otherwise rendered too late so that any such last-mentioned mails guards and officers shall be prevented from arriving at the different stations upon the said railway at the several times appointed and fixed for that purpose although no accident may have happened either to such railway or to any such train or carriage as aforesaid then and in either of the said cases the said Railway Company shall and will forthwith at their own costs and charges and without any notice or requisition from or by the Postmaster-General or any other person and with the least possible hindrance or delay forward the said mails and bags guards and post officers by express

In the event of any accident or delay whereby the conveyance of the mails mentioned in any notice under Act of Parliament may be stopped, impeded, or delayed, the Company to forward the same by express or special trains.

or special trains to their respective place or places of destination.

The Postmaster-General and his officers may require the Company to provide and run any other express or special trains for conveyance of mails, &c., at and for such compensation as is hereinafter mentioned.

Provided always and it is hereby expressly provided and declared that the Postmaster-General for the time being his deputies officers and servants may at any time during the continuance of this Contract and at any station require the said Railway Company to provide and run any other express or special trains for the conveyance of any other mail bags guards or post officers when and as he or they shall think fit and in that case the said Railway Company shall and will furnish and provide any such express or special trains accordingly at and for such and the like compensation to be paid to the said Railway Company by the Postmaster-General for the time being for the use of any such express or special trains as is hereinafter mentioned and agreed upon for or in respect of any additional mail trains to be provided by the said Railway Company for the purposes of the Post Office under and by virtue of the provisions hereinafter for that purpose contained.

If, through default of the Company with respect to services in Schedule or in notice served under Act of Parliament, the Postmaster-General be obliged to forward the mails, &c., at the public expense, he may retain the sums so expended out of any moneys to be paid under this Contract; and if same be insufficient the Company to pay the deficiency.

Provided also and it is hereby further provided and declared that in case by reason of the default of the said Railway Company or any of their servants in respect of the services comprised in said Notice of the 26th September 1856 and in the Schedule annexed hereto or in any notice to be hereafter served on the said Railway Company under any of the said recited Acts the Postmaster-General for the time being his deputies or servants shall at any time or times be obliged to forward any of the said mails and bags of letters or packets newspapers guards or officers at the public expense then and in every such case it shall be lawful for the said Postmaster-General to retain out of the payments hereinafter agreed to be made all such sums as he shall so pay or expend in forwarding any such mails or bags guards or officers or in case the same shall not be sufficient for that purpose then the said Railway Company or their successors shall and will pay and reimburse the amount of such deficiency out of their own proper moneys.

When more carriages than one shall be employed in conveying the mails, &c., the Company to place them in such order

And the said Railway Company hereby further covenant and agree on the part of themselves and their successors that on all occasions on which more than one carriage shall be employed in the conveyance

of the mails and bags of letters or packets and newspapers the said Railway Company shall and will so far as may be consistent with a due regard to the proper marshalling of the trains place such railway carriages in such order in the train of carriages as that it may not be requisite or necessary for the Postmaster-General his agents or servants to appoint more than one guard for the superintendence of the whole of such railway carriages.

as not to require more than one guard.

That in addition to the several periods or times fixed for the departure of the mails in the said Notice of the 26th September 1856 and Schedule annexed hereto mentioned or to be mentioned in any notice hereafter served under any of the said recited Acts the Postmaster-General for the time being shall be at liberty to forward any other or additional mails or bags of letters or packets and newspapers guards and other officers of the Post-Office by any other trains of the said Company whether express or ordinary trains and whether passenger goods or luggage trains at any hours of the day or night at which any such other trains shall from time to time start to from or between any of the stations on the Company's said line of railway. But as to any such other trains (the train by which the mails and mail bags shall be forwarded under or by virtue of any notice already given or to be hereafter given by the Postmaster-General under the said recited Acts or any of them only excepted) the Postmaster-General shall not be entitled to require them to stop at any other stations than shall be from time to time fixed by the said Company as ordinary stopping places for such trains nor shall they be in any wise subject to the regulations or control of the Postmaster-General as to speed stoppages or otherwise.

That, in addition to the conveyance of mails under Act of Parliament, the Postmaster-General may forward mails, &c., by any ordinary trains of the Company to, from, and between any station on said railway.

But shall not be entitled to require them to stop at any other stations than shall be fixed by the Company as ordinary stopping places.

And further that the said Railway Company and their officers servants and agents shall permit any officer of the Post-Office sent or travelling with any mails or post letter bags to take up receive deliver leave and take away any mails or post letter bags at any terminal or other station at which the train by which he may travel shall stop and shall also permit any officer of the Post-Office to enter upon any station and pass to the platform or other place where the

Officer of the Post-Office to be permitted to take up, receive, and deliver mails at any station where train stops; also to enter any station and pass to platform to deliver or receive mails, &c.

train shall stop for the purpose of delivering leaving receiving or taking away any mails or post letter bags sent or to be sent under or by virtue of this Contract and shall also permit any officer of the Post-Office to affix and use the bag apparatus at such points on said railway as may be thought necessary and also to affix such apparatus to and use it in any carriages employed in the mail service on such railway.

And to affix bag apparatus, &c., when required.

Obligation on part of the Postmaster-General to pay for services performed or to be performed, £3,150 per annum.

And this Indenture further witnesseth that in further pursuance of said agreement and in consideration of the covenants and agreements herein contained on the part of the said Londonderry and Enniskillen Railway Company the said Edward John Lord Stanley of Alderley doth hereby for himself and his successors Postmaster-General for the time being covenant promise and agree to and with the said Londonderry and Enniskillen Railway Company and their successors that he the said Edward John Lord Stanley of Alderley or other Her Majesty's Postmaster-General for the time being during the continuance of this present Contract and in compensation as well for the services performed under the said Notice of the 26th September 1856 since and from the 2nd February 1862 and also for the services to be performed during the continuance of this Contract under the said last-mentioned notice or under such other notice or notices as may at any time hereafter during the continuance of this Contract be given to the said Company by the Postmaster-General for the time being pursuant to any of the Acts hereinbefore mentioned (except in case of accelerated speed or additional mail trains as hereinafter mentioned) and as also in compensation for the other services hereinbefore agreed to be performed by the express and ordinary passenger or goods trains of said Company shall well and truly pay or cause to be paid to the said Londonderry and Enniskillen Railway Company and their successors in full payment for all such services as aforesaid the sum of £3,150 in every year by equal quarterly payments.

Said annual payment to cover all services performed under this Contract, except in case of additional mail trains or for ac-

Provided always and it is hereby mutually agreed and declared between and by the parties to these presents that the said annual payment of £3,150 shall be held to cover all services performed or to be per-

formed under this Contract except in the case of additional mail trains being employed or for accelerated speed being required as after mentioned and that the said Londonderry and Enniskillen Railway Company shall hold the Postmaster-General for the time being harmless against all other demands whatsoever in connexion with the said services.

celerated speed; and the Railway Company to hold the Postmaster-General harmless against all demands connected therewith.

Provided always and it is hereby mutually agreed and declared between and by the parties to these presents that it shall be lawful for the said Company at any time during the continuance of this Contract to make any alteration in the times of despatch or arrival of any of the express and ordinary passenger goods or luggage trains by which under or by virtue of the stipulations herein contained any mail service is from time to time performed or to be performed (the trains by which the mails and mail bags shall be forwarded under or by virtue of any notice already given or to be hereafter given by the Postmaster-General under the said recited Acts or any of them only excepted) upon giving five days' previous notice to the Postmaster-General before the day on which such alteration is to commence and take effect.

The Company may alter times of despatch or arrival of any ordinary train by which mail services performed, on giving five days' previous notice of alteration to the Postmaster-General.

Provided also and it is hereby agreed and declared between and by the parties to these presents that in case at any time or times hereafter during the continuance of this Contract the Postmaster-General for the time being shall deem it necessary for the purposes of the Post Office that additional mail trains shall be despatched on any of the lines of railway of the said Company then and in such case the said Railway Company shall and will provide and run such additional trains at such hours and times as the said Postmaster-General for the time being shall by notice under his hand given in pursuance of the said Act of the second year of the reign of her present Majesty require and the compensation to be paid to the said Company for the use of such additional trains shall be at the rate ~~of one shilling per mile~~ for every mile the mails shall be conveyed by any such additional trains and the Postmaster-General for the time being shall be at liberty at any time to alter the times of arrival and departure of such additional trains or to discontinue the same by notice under his hand pur-

The Company to provide and run additional mail trains if required by the Postmaster-General, for which they shall be paid 1s. per mile for every mile the mails shall be conveyed by such additional trains.

The Postmaster-General may discontinue any such additional train, and thereupon the extra payment for the same is to cease.

suant to the said last-mentioned Act and upon the discontinuance of any such additional trains the extra payment for the same shall cease.

If the Postmaster-General should require the services under notice, under Act of Parliament, to be performed at a rate of speed more accelerated than that mentioned in Notice of 26th September, 1856, and in Schedule, the Company will be entitled to seek additional remuneration.

Provided also and it is hereby agreed and declared between and by the parties to these presents that in case at any time or times hereafter during the continuance of this Contract the Postmaster-General for the time being shall deem it necessary for the purposes of the Post Office that the mail trains now or hereafter running on the said Company's railway under the said Notice of the 26th September 1856 or under any other notice in substitution of the said last named notice served during the continuance of this Contract pursuant to the provision of any of the Acts aforesaid shall travel at a rate of speed greater than is or had been required in the said Notice of the 26th September 1856 and set forth in the Schedule hereunto annexed and shall by notice served on said Company pursuant to the provisions of the said Act of the second year of the reign of Her present Majesty require and direct the said Londonderry and Enniskillen Railway Company to forward the said mails and bags of letters and newspapers mail guards and officers of the Post-Office on their railway at such accelerated rate of speed that then and in such case it shall be lawful for the said Londonderry and Enniskillen Railway Company if they think proper to require a rate of payment or remuneration additional to the payment under this Contract hereinbefore expressed to compensate them the said Company for such extra expense or loss as the running of such mail trains at such accelerated rate of speed may in any manner occasion the said Company to be put to and in such case the additional remuneration to be thereafter paid to the said Company shall in case the parties differ about the same be referred to and be fixed by arbitration as provided by the said Act of the second year of the reign of her present Majesty.

The Postmaster-General may alter or vary the Notice of 26th September, 1856, or other notice under Acts, but no such alteration to entitle the Company

Provided also that it shall be lawful for the said Postmaster-General for the time being at any time or times hereafter to alter or vary the said notice of the 26th September 1856 and to require any addition to alteration in or discontinuance of the services

therein referred to by any new notice or notices under his hand given to the said Company in pursuance of the hereinbefore recited Acts of Parliament or any of them any thing hereinbefore contained to the contrary notwithstanding but no further remuneration shall be paid to the said Railway Company nor any deduction be made from the remuneration fixed to be paid to the said Railway Company on account of such alteration unless any additional mail trains to those now comprised in the Schedule annexed to this Contract be required to be run by the said Postmaster-General or unless a rate of speed greater than that set forth in the said Notice of the 26th September 1856 and mentioned in the Schedule hereto be required as aforesaid and in the case of an additional mail train being required the amount of such additional remuneration shall be at the rate of one shilling per mile as hereinbefore provided and in case of such accelerated rate of speed being required the additional remuneration shall in case of disagreement between the parties be ascertained in the manner hereinbefore mentioned and if by any such new notice or new notices the Postmaster-General shall require the said Company to run any passenger train as a mail train the same shall be deemed an additional mail train and such additional remuneration shall be paid to the Company for the use of the same as is hereinbefore provided in respect of additional mail trains.

to seek for additional remuneration, except in case of acceleration of speed or additional mail trains.

And it is hereby further agreed and declared between and by the said parties hereto that this present Contract shall continue in force from the 2nd day of February 1862 up to and for the 2nd day of February 1865 on and from which date the same shall determine provided that one of the said contracting parties shall have given to the other of them three calendar months' previous notice in writing of his or their desire to that effect and in case no such notice shall be given then this Contract shall continue in force until one of the said contracting parties shall give the other of them three calendar months' previous notice in writing of his or their desire that the said Contract shall determine and on expiration of which notice this Contract shall determine accordingly without

Contract to determine on and from 2nd February, 1865, provided either party have given to the other party three months' previous notice, and otherwise to continue in force until such notice shall be given, and until the time mentioned therein shall expire.

prejudice to any right of action or other proceeding which shall then have accrued to either party for any breach of Contract.

The determination of this Contract not to alter or affect rights of the Postmaster-General, under Notice of the 26th September, 1856, or any other notice under recited Acts, or relieve the Company from liability.

Provided also and it is hereby further agreed and declared between and by the parties to these presents that in case at any time or times hereafter this Contract shall be determined whether by three months' notice as hereinbefore provided or by mutual agreement or otherwise such determination shall not in any wise alter or affect the rights of the Postmaster-General for the time being under the said recited Notice of the 26th September 1856 or under any other notice which may then have been given or his right to give any other notice or notices in pursuance of the said recited Acts or any of them with respect to the continuance alteration or discontinuance of the services mentioned in such notice nor shall such determination or any thing in these presents contained be deemed or taken in any manner to release or relieve the said Company or their successors or any of their officers from all and every their liabilities under the said Acts or any of them in reference to any services so required of them by notice from Her Majesty's Postmaster-General for the time being.

Notwithstanding the determination of Contract, the services required in notice under the recited Acts shall be continued.

Provided also and it is hereby mutually declared and agreed that in case this Contract shall be determined at any time or times hereafter the services from time to time required of the said Company by the Notice of the 26th September 1856 or by any notice or notices pursuant to said Acts of Parliament and then being performed or required to be performed respectively shall remain and continue to be performed notwithstanding such determination and the remuneration to be paid to the said Company for the performance of such services after such determination of this Contract shall if necessary be referred to and fixed by arbitration as provided by the said Act passed in the second year of the reign of Her present Majesty.

Power to the Postmaster-General to put an end to the Contract at any time for the non-performance of covenants by the Company.

Provided also that if the said Londonderry and Enniskillen Railway Company and their successors shall not well and faithfully observe and perform all or any of the covenants and agreements in this present Contract contained and on their part and behalf

to be kept and performed it shall be lawful for the Postmaster-General for the time being by notice in writing under his hand at any time to put an end to this present Contract and thereupon the same shall be null and void subject nevertheless without prejudice to any right of action which shall then have accrued to the Postmaster-General for the time being for any breach on the part of the said Railway Company of any of the covenants or agreements hereinbefore contained.

Guards and other officers entitled to conveyance, to be furnished with a warrant or other authority from the Secretary of the Post Office in Ireland, or the Inspector of Mails in Dublin.

Provided always and it is hereby further declared and agreed between the said parties that all the guards and other officers of the Post-Office who under the provisions of this Contract are to be carried and conveyed in the said railway shall be furnished with a warrant or other authority to the said Company from the Secretary of the Post-Office in Ireland or the Inspector of Mails in Dublin for the time being. And it is hereby further declared and agreed by and between the parties aforesaid that every notice in writing to be given to the said Railway Company and their successors under or by virtue or in pursuance of this present Contract shall be considered as duly given to them by being delivered to their chief clerk manager or secretary for the time being or left at their or one of their usual or well known offices station houses or places of business.

Service of notices.

Any dispute or controversy to be referred to the arbitration of two persons, one to be chosen by each party, with power to appoint an umpire in case of difference in opinion.

And it is hereby further agreed and declared between and by the parties to these presents that if at any time during the continuance of this Contract or after the determination thereof any dispute or controversy shall arise between the parties to these presents or their successors respectively concerning any breach or alleged breach by or on the part of the said Railway Company of this present Contract or the sufficiency of any such breach to justify the Postmaster-General in putting an end to the same or concerning any other of the covenants matters or things hereinbefore contained or in any wise relating thereto and notwithstanding the power hereinbefore contained to determine this Contract and any execution or attempted execution of such power, the same shall be referred to the amicable decision and final

to be kept and performed it shall be lawful for the Postmaster-General for the time being by notice in writing under his hand at any time to put an end to this present Contract and thereupon the same shall be null and void subject nevertheless without prejudice to any right of action which shall then have accrued to the Postmaster-General for the time being for any breach on the part of the said Railway Company of any of the covenants or agreements hereinbefore contained.

Guards and other officers entitled to conveyance, to be furnished with a warrant or other authority from the Secretary of the Post Office in Ireland, or the Inspector of Mails in Dublin.

Provided always and it is hereby further declared and agreed between the said parties that all the guards and other officers of the Post-Office who under the provisions of this Contract are to be carried and conveyed in the said railway shall be furnished with a warrant or other authority to the said Company from the Secretary of the Post-Office in Ireland or the Inspector of Mails in Dublin for the time being. And it is hereby further declared and agreed by and between the parties aforesaid that every notice in writing to be given to the said Railway Company and their successors under or by virtue or in pursuance of this present Contract shall be considered as duly given to them by being delivered to their chief clerk manager or secretary for the time being or left at their or one of their usual or well known offices station houses or places of business.

Service of notices.

And it is hereby further agreed and declared be[illegible] tween and by the parties to these presents that if at any time during the continuance of this Contract or after the determination thereof any dispute or controversy shall arise between the parties to these presents or their successors respectively concerning any breach or alleged breach by or on the part of the said Railway Company of this present Contract the sufficiency of any such breach to [illegible] master-General in putting an end [illegible] concerning any other of the covenants [illegible] things hereinbefore contained or in [illegible] thereto and notwithstanding the [illegible] contained to determine this Contract [illegible] tion or attempted [illegible] or if [illegible] shall be [illegible]

award of two persons one to be named by the Postmaster-General for the time being and the other by the said Railway Company who shall have power before entering upon the reference to appoint an umpire in case of difference in opinion and any such award as may be pronounced in any such case shall be final and conclusive on the said parties respectively.

Award pronounced to be final.

The Company not to sell, assign, underlet, or part with the Contract.

And it is hereby further agreed and declared that it shall not be lawful or competent for the said Railway Company or their successors at any time or times during the continuance of this Contract without the consent of Her Majesty's Postmaster-General for that purpose first had and obtained to give grant bargain sell assign set let or underlet or otherwise part with or dispose of this present Contract or undertaking or the benefit advantage or profit thereof or of any part thereof or of the several covenants matters and things herein contained to any person or persons whatsoever.

No Member of Parliament to be admitted to any share or part of this Contract.

And it is hereby lastly agreed and declared that in pursuance of the directions contained in a certain Act of Parliament made and passed in the 41st year of the reign of His late Majesty King George III. intituled "An Act for declaring what persons shall be disabled "from sitting and voting in the House of Commons of "Great Britain and Ireland" no Member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom contrary to the true intent and meaning of this Act.

The Company bind themselves in £500 to Her Majesty the Queen, for the due performance of Contract.

And for the due performance of all and singular the covenants and agreements hereinbefore contained which on the part of the said Londonderry and Enniskillen Railway Company are and ought to be performed they the said Londonderry and Enniskillen Railway Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the penal sum of £500 of good and lawful money of the United Kingdom of Great Britain and Ireland to be recoverable by way of liquidated damages and not by way of penalty. In witness whereof the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General hath hereunto subscribed his title of honour and affixed his seal and the said Londonderry and Enniskillen Rail-

way Company have affixed their common seal the day and year first in these presents written.

STANLEY OF ALDERLEY. SEAL.

Signed sealed and delivered by the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General in the presence of
JOHN ROSE
40 Dover-street.

Passed under the Common Seal of the Londonderry and Enniskillen Railway Company by order of the Board of Directors in the presence of

HENRY LAVER
Honorary Secretary. SEAL.

SCHEDULE TO WHICH THE FOREGOING CONTRACT REFERS.

Londonderry and Enniskillen Railway.

Omagh and Londonderry Time Bill—Night Mail.

M.	F.		Dublin Time. H. M.
		To be despatched from the Railway Station, Omagh, at	4 15 a.m.
		To stop at Newtownstewart Station.	
		To stop at Strabane Station.	
		To arrive at the Londonderry Station at .	5 55 a.m.

Londonderry and Enniskillen Railway.

Londonderry and Omagh Time Bill—Night Mail.

M.	F.		Dublin Time. H. M.
		To be despatched from the Railway Station, at Londonderry, at . . .	7 5 p.m.
		To stop at Strabane Station.	
		To stop at Newtownstewart Station.	
		To arrive at Omagh Station at . .	8 35 p.m.

DUBLIN: Printed by ALEXANDER THOM, 87 & 88, Abbey-street,
For Her Majesty's Stationery Office.

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Dated 20th day of July, 1864.

The Ulster Railway Company

TO

THE POSTMASTER-GENERAL.

CONTRACT

FOR

CONVEYANCE OF THE MAILS

ON

THE ULSTER RAILWAY,

AND

BETWEEN LISBURN AND BANBRIDGE.

ROBERT THOMPSON, Solicitor,
General Post Office, Dublin.

DUBLIN:
PRINTED BY ALEXANDER THOM, 87 & 88, ABBEY-STREET,
FOR HER MAJESTY'S STATIONERY OFFICE.

1864.

CONTRACT

FOR THE

CONVEYANCE OF THE MAILS.

THIS INDENTURE made the 20th day of July in the year of Our Lord 1864 between the Ulster Railway Company of the one part and the Right Honourable Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General of the other part. Date. Parties.

1. Whereas in pursuance of a certain Notice bearing date the 28th day of November 1860 under the hand of Her Majesty's Postmaster-General delivered to the said Railway Company in exercise of the powers vested in the said Postmaster-General by an Act passed in the second year of the reign of Her present Majesty intituled "An Act to Provide for the Conveyance of the Mails by Railways" the mails and post letter-bags together with the guards in charge thereof and also the Inspector of Mails and other officers as therein required have been and are conveyed and forwarded on the said Company's Railway between Belfast and Portadown from and after the 31st day of December 1860 in the manner set forth in such Notice and at the times and hours specified therein and in the Time Bills annexed thereto and also set forth and marked in the Schedule annexed to these presents as Nos. 1 and 2. Notice of 28th November, 1860.

2. And whereas the said Ulster Railway Company have also agreed to and with the said Edward John Lord Stanley of Alderley Her Majesty's said Postmaster-General that they the said Railway Company shall and will from the commencement and during the continuance of this present Contract convey and forward or cause to be conveyed and forwarded Her Majesty's mails and post letter-bags together with the mail guards in charge thereof and the Inspector of Mails and such other officers of the Post Office as may be required by the Inspector of Mails in Dublin for the time being upon the said Company's Railway between Monaghan and Belfast once each way in each Agreements on part of Railway Company.

day of every week (Sundays included) at such times and hours and subject to such regulations and restrictions as to speed of travelling places and times of stoppages and times of departure and arrival as are mentioned and set forth in the Time Bills in the Schedule hereunto annexed marked Nos. 3 and 4 and in manner hereinafter particularly set forth And also that the said Railway Company shall take into their own charge and carry and convey and deliver Her Majesty's mails and post letter-bags and also carry and convey the Inspector of Mails and other Post Office officers required on their Railway by their ordinary trains of carriages between Monaghan and Armagh once each way in every day of every week (Sundays included) and also on their said Railway by their ordinary trains between Monaghan and Armagh once more each way in each day of every week (Sundays excepted) and also once in each day of every week (Sundays excepted) from Monaghan to Portadown and also between Portadown and Armagh once each way in each day of every week (Sundays excepted) at the times and hours respectively set forth in the Time Bills in the Schedule hereunto annexed marked Nos. 5, 6, 7, 8, 9, 10, and 11 And also shall in like manner take into their own charge and carry convey and deliver Her Majesty's mails and post letter-bags and also carry and convey the Inspector of Mails and other Post Office officers as required on their Railway by their ordinary trains of carriages between Portadown and Dungannon once (or more frequently as required) each way in each day of every week (Sundays excepted) and also shall and will take charge of and convey the mails and bags of letters and also carry and convey the Inspector of Mails and other Post Office officers as required from the Railway Station at Dungannon to the Railway Station at Cookstown and from the said Railway Station at Cookstown to the Railway Station at Dungannon and to and from all intermediate post offices or places respectively once each way on each day of every week (Sundays excepted) by two-wheeled mail cars drawn by one horse approved of respectively by the Inspector of Mails in Dublin for the time being such last-mentioned Railway services between Portadown and Dungannon and mail-car services between the Rail-

way Stations at Dungannon and Cookstown respectively being performed at the times and hours respectively set forth in the Time Bills in the Schedule hereunto annexed Nos. 12 and 13 And also shall and will also convey in like manner the mails and post letter-bags Inspector of Mails and other Post Office officers as required from the Belfast Railway Station to the Portadown and intermediate Railway Stations once each day (Sundays excepted) by the train quitting Belfast at 11.15 A.M. Dublin time And the said Railway Company have further agreed that in addition to the services so being performed under the said Notice and the Time Bills marked in the Schedule hereunto annexed Nos. 1 and 2 and also according to the Time Bills in the Schedule hereunto annexed marked Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 and service performed by the said train quitting Belfast for Portadown at 11.15 A.M. the Postmaster-General shall from the commencement and during the continuance of this present Contract have full power to forward the mails and post letter-bags on and over the said Company's lines of Railway or any part thereof and also over the line of Railway between Lisburn and Banbridge worked by the said Company or any part thereof wherever and whenever it may be considered suitable or desirable to do so either with or without Post Office guards or messengers by any of the express and ordinary goods or passenger trains running on the said lines of Railway either at present or at any time hereafter during the continuance of this Contract.

3. And whereas it has been agreed between the said Postmaster-General and the said Ulster Railway Company to enter into the arrangements covenants and agreements hereinafter contained as well for the performance by the said Company of the services under the said Notice of the 28th November 1860 as also of the other various services specified and mentioned in the various Time Bills in the Schedule hereunto annexed respectively set forth as also of the services to be hereafter required to be performed by the said Company in the conveyance on their lines of Railway and on every and any part thereof and on the line of Railway between Lisburn and Banbridge and any part thereof when thereto required of mails

and post letter-bags by their express and ordinary goods or passenger trains respectively for the term of five years at and for certain yearly sums of money to be paid to the said Company by the said Postmaster-General as hereinafter mentioned but without prejudice to the subsequent continuance of the services required under the said recited Notice of the 28th November 1860 and also without prejudice to the subsequent continuance of services required under any other Notice or Notices to be hereafter given by the Postmaster-General for the time being to the said Company under or by virtue of the said Act or of another Act passed in the seventh and eigthth years of the reign of Her present Majesty intituled "An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament and for other Purposes in relation to Railways" or under or by virtue of another Act passed in the eleventh year of Her present Majesty intituled "An Act for giving further Facilities for the Transmission of Letters by Post and for the regulating the Duties of Postage thereon and for other purposes relating to the Post Office" or any of them it being expressly understood and agreed between and by the said parties hereto that nothing herein contained is to limit or control or otherwise affect the rights powers or authorities of the Postmaster-General in reference to any Notice or Notices heretofore given or hereafter to be given by him to the said Company under or by virtue of the said recited Acts or any of them subject nevertheless to the payment of additional remuneration for additional Mail-trains or for increased speed as hereinafter mentioned.

4. And whereas it has been also agreed between the said Postmaster-General and the said Railway Company that all payments and remuneration for the conveyance of the said mails and post letter-bags guards and other officers of the Post Office in performance of the services contained in the said Notice of the 28th November 1860 and specified in the Time Bills in the Schedule hereunto annexed marked Nos. 1 and 2 and also in performance of the services contained in and heretofore provided for under a certain Contract dated the 22nd day of November 1860 here-

inafter particularly mentioned being the services specified in the Time Bills in the Schedule hereto annexed marked Nos. 3 and 4 and also in performance of the services contained in and heretofore provided for under a certain Contract dated the 22nd day of October 1859 hereinafter particularly mentioned being the services specified in the Time Bills in the Schedule hereunto annexed marked Nos. 5, 6, 7, 8, 9, 10, and 11 and also in performance of the services contained in and heretofore provided for under a certain Contract dated the 12th day of December 1859 hereinafter particularly mentioned being the services specified in the Time Bills hereunto annexed marked Nos. 12 and 13 and also in performance of the services by the said train running once each day (Sundays excepted) from Belfast to Portadown and quitting Belfast at 11.15 A.M. Dublin time heretofore paid for under agreement and for each all and every of such services shall be considered as having ceased and determined on and from the 1st day of January 1864 and that all services now being performed or to be performed on and after that day by the said Railway Company whether under and by virtue of the said Notice of the 28th November 1860 or of any Notice to be hereafter given under any of the said recited Acts or under or in pursuance of the respective Time Bills set forth in the Schedule hereunto annexed or by the train quitting Belfast for Portadown daily (Sundays excepted) at 11.15 A.M. Dublin time as heretofore performed under said Contracts and said agreement respectively or by the future conveyance of the mails or post letter-bags either in charge of Post Office guards or messengers or otherwise over the said Company's lines of Railway and every or any part thereof and over the said Railway between Lisburn and Banbridge or any part thereof by their express and ordinary passenger or goods trains when and so often as may be from time to time required are to be paid for and under this Contract in the manner hereinafter mentioned and all liability by or on the part of the Postmaster-General for the time being to make any payment or remuneration to the said Company in respect of such services so as aforesaid enumerated or mentioned or any of them or any other existing service whether being performed or to be

performed except the payment and remuneration mentioned and provided for by this Contract is to cease and determine upon the execution of these presents.

Obligation on part of Railway Company.

5. Now this Indenture witnesseth that in pursuance of such several agreements and in consideration of the covenants or agreements hereinafter contained on the part of the said Postmaster-General they the said Ulster Railway Company do hereby for themselves and their successors covenant promise and agree with and to the said Edward John Lord Stanley of Alderley on behalf of himself and his successors Postmaster-General for the time being in manner and form following that is to say

To perform the services under the Notice of the 28th November, 1860, and also set forth in Schedule marked Nos. 1 and 2, and such other services, of which notice shall hereafter be given.

6. That they the said Ulster Railway Company and their successors shall and will well and truly perform all the services in the said Notice of the 28th November 1860 contained and shall convey and forward mails and post letter-bags with the guards in charge thereof and also the Inspector of Mails and other officers of the Post Office as may be required as in said Notice mentioned between Belfast and Portadown in the manner set forth in such Notice and in the Time Bills attached thereto and also set forth in the Time Bills set forth in the Schedule annexed to these presents marked Nos. 1 and 2 and shall in all respects fulfil the requirements of said Notice and also shall and will well and truly perform all other services of which notice shall hereafter be given to the said Company by the Postmaster-General for the time being under or pursuant to the said recited Acts or any of them subject to the payment of additional remuneration for additional Mail Trains and for accelerated speed as hereinafter mentioned and also shall and will during the continuance of this Contract duly and safely carry convey and forward or cause to be carried conveyed and forwarded on their the said Company's Railway in a compartment of a second-class carriage or of a suitable railway van exclusively appropriated for such purpose all such Her Majesty's mails of letters and post bags as shall be tendered unto the said Company their servants or agents by any officer of the Post Office for such conveyance together with the guards in charge of such mails and post letter-bags either when in charge thereof or when employed in

And shall also convey the mails, &c., between the places and at the times specified in Schedule marked Nos. 3 and 4.

fetching or returning back from the conveyance thereof and the Inspector of Mails and such officers of the Post Office as the Inspector of Mails may require to from and between the Railway Stations at Monaghan and Belfast once each way in each day of every week (Sundays included) and to from and between the several intermediate stations on the Company's said Railway between Monaghan and Belfast and shall and will take up and duly and safely deliver at all and every such terminal or intermediate stations the said mails post letter-bags guards Inspectors of Mails and other officers according to their respective destinations at such times and hours and subject to such regulations and restrictions as to speed of travelling places and times of stoppages and times of departure and arrival as are mentioned and set forth in the Time Bills in the Schedule hereunto annexed marked Nos. 3 and 4 or to such other regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival as shall or may be agreed upon between the said Railway Company or their successors and the Postmaster-General for the time being and be mentioned in other Time Bills to be framed accordingly and shall and will also take into their the said Company's charge all such Her Majesty's mails or bags of letters as shall be tendered unto the said Company or any of their respective servants or agents by any officer of the Post Office at the terminal or intermediate Railway Stations next hereinafter mentioned and shall through their own officers and servants safely and duly forward and deliver the same to at and according to their respective destinations on the said Company's Railway by their ordinary trains of carriages and also convey therein and thereby the Inspector of Mails and other Post Office officers to from and between the Railway Stations at Armagh and Monaghan and intermediate stations once each way in each day of every week (Sundays included) and also to from and between the Railway Stations at Monaghan and Armagh and intermediate stations once more each way in each day of every week (Sundays excepted) And also to from and between the Railway Stations at Portadown and Armagh and intermediate stations once each way in each day of every week (Sundays

And shall also take into their charge and convey the mails, &c., between the places and at the times specified in Schedule marked Nos. 5, 6, 7, 8, 9, 10, and 11.

excepted) at such times and hours in the day respectively and subject respectively to such regulations and restrictions as to speed of travelling places and times of stoppages and times of departure and arrival as are mentioned and set forth in the respective Time Bills in the Schedule hereunto annexed marked Nos. 5, 6, 7, 8, 9, 10, and 11 and shall and will also take into their the said Company's charge all such Her Majesty's mails or bags of letters as shall be tendered unto the said Company or any of their respective servants or agents by any officer of the Post Office at the terminal or intermediate railway stations hereinafter mentioned or which may have been brought or conveyed to such railway stations by the mail-cars hereinafter mentioned and shall through their own officers and servants safely and duly forward and deliver the same to at and according to their respective destinations on the said Company's Railway by their ordinary trains of carriages and also convey therein and thereby the Inspector of Mails and other Post Office officers as required to from and between the Railway Stations at Portadown and Dungannon and intermediate stations once (or more frequently as required) each way in each day of every week (Sundays excepted) and also shall and will take charge of and in like manner forward and deliver to at and according to their respective destinations Her Majesty's mails or post letter-bags and also convey the said Inspector of Mails and other Post Officers as required from the said Railway Station at Dungannon to the Railway Station at Cookstown and from the said Railway Station at Cookstown to the said Railway Station at Dungannon and from to and between all intermediate post offices towns or places respectively once each way in each day of every week (Sundays excepted) by such mail-cars drawn by one horse provided by the said Railway Company and in charge of such drivers employed by the said Company as shall be approved of by the Inspector of Mails in Dublin for the time being such last-mentioned Railway services between the Railway Stations at Portadown and Dungannon and mail-car services between the Railway Stations at Dungannon and Cookstown to be performed at such times and hours in the day respectively and subject respectively to such regula-

And shall also take into their charge, forward, and deliver by mail-cars, drawn by one horse, the mails, &c., between the places, and at the hours, &c., specified in Schedule, marked Nos. 12 and 13.

tions and restrictions as to speed of travelling places and times of stoppages and times of departure and arrival as are mentioned and set forth in the respective Time Bills in the Schedule hereunto annexed marked Nos. 12 and 13 and also shall and will in like manner take charge of and carry and convey all mails and post letter-bags and also convey the Inspector of Mails and other Post Office officers as required by their ordinary trains of carriages quitting the Belfast Station daily (Sundays excepted) for the Portadown Station at 11.15 A.M. Dublin time and daily (Sundays excepted) reaching the Portadown Station at 12.22 P.M. Dublin time and also shall and will from henceforth until the determination of this present Contract in manner hereinafter provided convey or cause to be conveyed to from and between the several places on the lines of the said Company's Railway and to from and between the several places on the line of Railway between Lisburn and Banbridge as shall from time to time hereafter be required by the Postmaster-General or any of his officers and on the days required by their ordinary and accustomed railway trains and carriages all such mails or bags of letters or packets or newspapers as shall for that purpose be tendered to the said Company or their Successors or any of their agents or servants by the Postmaster-General for the time being or any of his agents or officers together with the guards or messengers in charge of same and the Inspector of Mails and any other officers of the Post Office the Postmaster-General or the Inspector of Mails in Dublin for the time being shall from time to time require and also shall and will from henceforth during the continuance of this Contract and subject to the regulations herein contained convey all such mails and bags of letters or packets and newspapers as shall for that purpose be tendered in manner aforesaid to the said Company and all such officers of the Post Office as the Postmaster-General or the Inspector of Mails in Dublin for the time being shall from time to time require over all the lines of Railways belonging to the said Company and over the line of Railway between Lisburn and Banbridge worked by them and by all or any of the express and ordinary trains of the said Company whether passenger or luggage trains which now or shall hereafter

And shall also convey the mails, &c., between Lisburn and Banbridge.

run over and upon the said lines of railway respectively.

The Guards and other servants of the Railway Company to take charge of the mails, &c., and receive, deliver, and take up same when required so to do.

7. And further that the guards and other servants of the said Ulster Railway Company in charge of or travelling with the ordinary trains whose services are mentioned in the Time Bills in the Schedule hereunto annexed marked Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 13 and also in charge of or travelling with the said ordinary train quitting the Belfast Station for Portadown Station at 11·15 A.M. Dublin time and also with all such express and ordinary passenger or goods trains as shall from time to time hereafter be required to convey mails and post letter-bags as aforesaid over their Railways or over the Railway between Lisburn and Banbridge or any part of the said Railways shall in the performance of the services so specified in the last-mentioned Time Bills respectively and in all other instances when required so to do by the Postmaster-General for the time being or any of his officers or servants take charge of any mails and bags of letters or packets and newspapers sent by any such trains mentioned in the Time Bills last aforesaid or to be sent hereafter by any such express and ordinary passenger or goods trains as aforesaid and duly and safely deliver same at their respective destinations and take charge of receive and deliver all such mails or bags of letters or packets and newspapers tendered to them at any of the intermediate stations on said Railways where the trains mentioned in the Time Bills last aforesaid or where such express or goods train may stop and such guards or servants whilst so employed shall be deemed to be for the time being in the employment of Her Majesty's Post Office.

The porters and other servants of the Railway Company to assist in the loading and unloading of the mails.

8. And the said Railway Company hereby further covenant and agree for themselves and their successors that their porters and other servants shall and will at the terminal and other stations on their line of Railway mentioned in the said Notice of the 28th November 1860 and in the Time Bills in the Schedule hereto annexed marked Nos. 1 and 2 or to be mentioned in any Notice to be hereafter served under any of the said recited Acts or in the performance of the services mentioned in any and all of the respective Time Bills set forth in the Schedule hereto annexed or of the service performed by the trains quitting Bel-

fast for Portadown at 11·15 A.M. (Dublin time) or to be mentioned in any Notice to be hereafter served on the said Company for the conveyance of the mails by their ordinary trains as aforesaid assist in loading and unloading the mails and bags of letters or packets and newspapers And also that all railway carriages to be from time to time required under or by virtue of this Contract shall be provided and furnished by and at the sole costs and charges of the said Railway Company who shall paint and fit up the same in all respects to the reasonable satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being And further that the said railway carriages shall receive take up deliver and leave mails and bags of letters or packets and newspapers guards and other officers of the Post Office at all intermediate stations and places situate between the respective terminal stations of the said Company as shall be directed by the Postmaster-General or by Notice served on the said Company for the conveyance of the mails by their ordinary trains as aforesaid save and except that as to the trains in which the mails shall not be forwarded under or by virtue of any Notice already given or to be hereafter given by the Postmaster-General under the said recited Acts or any of them and except also the trains mentioned in the Time Bills in the Schedule hereunto annexed marked Nos. 3 and 4 and also except as to the trains mentioned in the Time Bills as Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 13 and also except as to the train so quitting Belfast for Portadown at 11.15 A.M. (Dublin time) (subject however as regards those trains next immediately last mentioned to the power of alteration on the part of the Company hereinafter mentioned) the said Company shall not be bound to receive take up deliver or leave mails or bags of letters or packets and newspapers guards and other officers of the Post Office at any intermediate station other than those at which such trains shall stop nor shall such trains be detained at any station in consequence of the non-arrival thereat in due time of any mails or mail bags guards or other officers of the Post Office.

The carriages required under this Contract to be provided at the sole cost of the Railway Company.

The carriages to receive and deliver mails, &c., at all intermediate stations; but in the conveyance of mails not in Schedule such trains are not to be required to receive or deliver mails at any intermediate station other than those at which such trains are in the habit of stopping, nor are such trains to be detained at any station in consequence of the non-arrival of mails, &c.

9. And the said Railway Company hereby further covenant and agree on the part of themselves and their Successors that they the said Railway Company shall and will at their own costs and charges if required by

The Railway Company to provide and convey by any mail train Post Office tenders, any one or more of which, if suitable,

and if not, then a suitable van or railway carriage may be fitted up as a post office, but at the exclusive cost of the Postmaster-General.

the Postmaster-General for the time being by notice in writing provide and convey by any railway train which the mails shall be forwarded under or by virtue of any notice given by the Postmaster-General under the said recited Acts or any of them one or more Post Office tenders as may be requisite for conveying mail bags and such as are now in use on the said Ulster Railway any one or more of which tenders if suitable and if not suitable then a suitable railway carriage or van or suitable railway carriages or vans furnished by the said Railway Company may be fitted up as a post office or post offices with necessary sorting boxes but such fitting up to be done solely and exclusively at the cost of the Postmaster-General and shall convey in same respectively such officer or officers of the Post Office as the Postmaster-General or the Inspector of Mails in Dublin for the time being shall require.

The Railway Company to provide such reasonable accommodation for the conveyance of the mails, &c., as may be required, and shall also provide for the safety of the mails.

10. And the said Railway Company hereby further covenant and agree on the part of themselves and their Successors that they the said Railway Company shall and will at their own costs and charges provide all such reasonable accommodation for the conveyance of the mails and bags of letters or packets and newspapers as the Postmaster-General or Inspector of Mails in Dublin for the time being shall or may from time to time require and shall also take and adopt all necessary measures and precautions for the safety of the same to the satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being and the said Railway Company shall also provide reasonable accommodation to the satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being for the use of the guards in charge of the said mails and bags And also that with reference to trains in which the mails shall be forwarded under or by virtue of any notice given by the Postmaster-General under the said recited Acts or any of them the said Railway Company shall and will from time to time if required so to do by the said Postmaster-General or Inspector of Mails in Dublin for the time being remove any of the carriages provided and furnished by the said Company which shall have become worn out and substitute other carriages in the stead and place of the carriages so to be removed to the good-liking of the said Postmaster-General.

The Railway Company, when required, to remove carriages which shall be worn out, and substitute others for them.

10. *a.* That the mail-cars hereinbefore mentioned conveying the mails between the Railway Stations at Dungannon and Cookstown shall ply in connection with the ordinary trains mentioned in the Time Bills in the Schedule hereunto annexed marked Nos. 12 and 13 and shall leave the said Railway Station at Dungannon and the said Railway Station at Cookstown respectively with the mails or post letter-bags on such days and at such times and hours as are in that behalf expressed and set forth in the said last-mentioned Time Bills or in Time Bills drawn up in conformity to any alteration made under the power hereinafter reserved to the said Railway Company in that regard and shall travel at such rate of speed and shall receive and deliver mails and bags of letters at all such intermediate post offices and places situate between the said Railway Stations at Dungannon and Cookstown as may be from time to time required by the Postmaster-General and are or shall be expressed in such last-mentioned Time Bills or Time Bills altered as last aforesaid and by any other trains at present conveying mail-bags or hereafter required to do so and that the drivers of such mail-cars as aforesaid shall whilst so employed be deemed for the time being in the employment of Her Majesty's Postmaster-General and shall and will have and take the custody and charge of such mails or bags of letters and safely and punctually deliver the same according to their respective destinations as aforesaid without any neglect delay or omission and that the said Railway Company cause a fit and convenient box with lock and key to be affixed to each such car for the purpose of safely depositing and placing therein all such mails and post letter-bags and the said Company shall in like manner take charge of and convey or cause to be taken charge of and conveyed by such drivers and cars all such private letter-bags as are or shall be authorized by the Post Office District Surveyor for the time being at such payment not exceeding in any one instance the sum of two guineas annually as may be agreed on between the owners of any such private letter-bag and the said Ulster Railway Company such owner being the party responsible to the said Ulster Railway Company for such payment.

The mail-cars to ply in connexion with trains mentioned in Time Bills Nos. 12 and 13, and shall receive and deliver mails, &c., at places specified in said Time Bills.

And shall convey by said mail-cars private letter-bags.

11. And further that in the event of any accident

In the event of any accident whereby

the conveyance of the mails, &c., may be stopped, impeded, or delayed, the Railway Company to forward same by express or special train; and in case such stoppage or delay shall occur with mail-cars, then by express or other conveyance.

happening to the said lines of Railways or any of them or to any train or carriage so to be employed as aforesaid whereby the conveyance of the mails mentioned and specified in said Notice of the 28th November 1860 and in the Time Bills in the Schedule hereunto annexed marked Nos. 1 and 2 or in any Notice served pursuant to the provisions of any of the said recited Acts or the conveyance of the mails mentioned and specified in the Time Bills in the Schedule hereunto annexed marked Nos. 3 or 4 or in Time Bills with reference to such services hereafter altered by mutual agreement between the parties hereto or the conveyance of the mails mentioned and specified in the Time Bills hereunto annexed marked respectively Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 13 or by the said train quitting Belfast for Portadown at 11.15 A.M. Dublin time or to be hereafter mentioned in any Time Bills drawn up conformable to any alteration made in any of the services so mentioned in any of such next last-mentioned Time Bills under the power hereinafter reserved by the Railway Company in that respect over the Company's said lines of Railways with the guards and officers accompanying same or any of same may be stopped impeded or delayed or in the event of any train or any such carriage as aforesaid being delayed or otherwise rendered too late so that any such mails guards or officers shall be prevented from arriving at the different stations upon the said Railway at the several times appointed and fixed for that purpose although no accident may have happened either to any such lines of Railway or any such trains or carriages or in the event of any accident or other circumstance happening to the said mail-cars horses or drivers or any of them whereby the conveyance of the said mails and post letter-bags between the said Railway Stations at Dungannon and Cookstown and intermediate post offices as aforesaid may be stopped impeded or delayed then and in any of the said cases the said Railway Company shall and will forthwith at their own costs and charges and without any Notice or Requisition from or by the Postmaster-General or any other person and with the least possible hindrance or delay forward the said mails and bags guards and post officers by express or special trains or in case such stoppage or delay occur with such mail-cars

horses or drivers as aforesaid then by express or other conveyance to their respective place or places of destination.

12. Provided always and it is hereby expressly provided and declared that the Postmaster-General for the time being his Deputies Officers and Servants may at any time during the continuance of this Contract and at any station require the said Railway Company to provide and run any other express or special trains for the conveyance of any other mail-bags guards or post officers when and as he or they shall think fit and in that case the said Railway Company shall and will furnish and provide any such express or special trains accordingly the compensation for same in case of disagreement as to such compensation to be determined under the Arbitration Clause hereinafter specially mentioned.

Postmaster-General may at any time require the Railway Company to provide and run any other express or special train as he shall think fit compensation for same; in case of disagreement, to be decided under Arbitration Clause.

13. Provided also and it is hereby further provided and declared that in case by reason of the default of the said Railway Company or any of their servants in respect of the services comprised in said Notice of the 28th November 1860 and in the Time Bills in the Schedule hereunto annexed marked Nos. 1 and 2 or in any Notice to be hereafter served on the said Railway Company under any of the said recited Acts or in respect of the services comprised in the Time Bills in the Schedule hereunto annexed marked Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 or the services rendered by the train so quitting Belfast for Portadown at 11.15 A.M. Dublin time or any of them or in Time Bills to be hereafter substituted for same or any of same under this Contract the Postmaster-General for the time being his Deputies or Servants shall at any time or times be obliged to forward any of the said mails and bags of letters or packets newspapers guards or officers at the public expense then and in every such case it shall be lawful for the said Postmaster-General to retain out of the payments hereinafter agreed to be made all such sums as he shall so pay or expend in forwarding any such mails or bags guards or officers or in case the same shall not be sufficient for that purpose then the said Railway Company or their successors shall and will pay and reimburse the amount of such deficiency out of their own proper moneys.

If, through default of the Railway Company, in respect of services under Notice or in Schedule, the Postmaster-General be obliged to forward the mails, &c., at the public expense, he may retain the sums so expended out of any moneys to be paid under this Contract, and if same be insufficient, the Company to pay the deficiency.

When more carriages than one shall be employed in the conveyance of the mails, &c., the Railway Company to place them in such order as not to require more than one guard.

14. And the said Railway Company hereby further covenant and agree on the part of themselves and their successors that on all occasions on which more than one carriage shall be employed in the conveyance of the mails and bags of letters or packets and newspapers the said Railway Company shall and will so far as may be consistent with a due regard to the proper marshalling of the trains place such Railway carriages in such order in the train of carriages as that it may not be requisite or necessary for the Postmaster-General his Agents or Servants to appoint more than one guard for the superintendence of the whole of such Railway carriages.

That in addition to the conveyance of the Mails, under Notice and in the Schedule hereto annexed, the Postmaster-General may forward mails, &c., by any train of the Company, to, from, and between any station on the Company's lines of Railway;

15. That in addition to the several periods or times fixed for the departure of the Mails in the said Notice of the 28th November 1860 and Time Bills in the Schedule hereunto annexed marked Nos. 1 and 2 or to be mentioned in any Notice hereafter served under any of the said recited Acts and also in the Time Bills in the Schedule hereunto annexed marked Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 and train quitting Belfast as aforesaid for Portadown at 11.15 A.M. Dublin time respectively or any of them or in Time Bills to be hereafter substituted for same or any of same the Postmaster-General for the time being shall be at liberty to forward any other or additional mails or bags of letters or packets newspapers guards and other officers of the Post Office by any other trains of the said Company whether express or ordinary trains and whether passenger goods or luggage trains at any hours of the day or night at which any such other trains shall from time to time start to from or between any of the stations on any of the Company's lines of Railway and on the said line of Railway between Lisburn and Banbridge But as to any such other trains as last aforesaid the Postmaster-General shall not be entitled to require them to stop at any other stations than shall be from time to time fixed by the said Company as ordinary stopping places for such trains nor shall they be in anywise subject to the regulations or control of the Postmaster-General as to speed stoppages or otherwise.

but shall not require them to stop at any other station than shall be fixed by the Company as ordinary stopping places.

Officers of the Post Office to be permitted to take up, receive, and deliver

16. And further that the said Railway Company and their Officers Servants and Agents shall permit any officer of the Post Office sent or travelling with

the payment and during the period and subject to the covenants in said last-mentioned Contract set forth and mentioned And inasmuch as by another Contract dated the 22nd day of November 1860 and made between the said Ulster Railway Company of the one part and Gustavus Charles Cornwall Esquire Secretary to the General Post Office for and on behalf of the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General of the other part the said Company did thereby covenant that on and from the 1st day of December then next the said Company should convey and forward Her Majesty's mails and post letter-bags with the guards in charge thereof Inspector of Mails and other officers of the Post Office on their Railway between Monaghan and Belfast in manner and at the times and hours specified therein and in the Time Bills annexed thereto for the payment and during the period and subject to the covenants in said last-mentioned Contract set forth and mentioned And inasmuch as by a certain Agreement entered into by the said Company with the Post Office the said Company undertook to convey the mails and post letter-bags daily (Sundays excepted) by their ordinary train of carriages quitting the Belfast Station for the Portadown Station at 11.15 A.M. Dublin time for a payment of £100 per annum and have been conveying the mails accordingly Now it is hereby mutually declared and agreed by and between the said Ulster Railway Company and the said Postmaster-General that on and from the 1st day of January 1864 the said respective Contracts of the 22nd October 1859 12th December 1859 and 22nd November 1860 and also the above-mentioned Agreement for payment of £100 per annum and all and each of them and the conveyance of the mails and post letter-bags guards or officers under the said Contracts or any of them and under said Agreement and the different payments in all and each of same respectively provided for such conveyance and services respectively and all the clauses conditions covenants and provisions in such Contracts and Agreement respectively or in any of them contained shall on from and after the said 1st day of January 1864 absolutely cease and determine and be no longer binding or in any way obligatory on either

of the parties to said Contracts and Agreement respectively.

17. And this Indenture further witnesseth that in further pursuance of said Agreement and in consideration of the covenants and agreements herein contained on the part of the said Ulster Railway Company the said Edward John Lord Stanley of Alderley doth hereby for himself and his Successors Postmaster-General for the time being covenant promise and agree to and with the said Ulster Railway Company and their Successors that he the said Edward John Lord Stanley of Alderley or other Her Majesty's Postmaster-General for the time being during the continuance of this present Contract and in compensation as well for the services to be performed under the said Notice of the 28th November 1860 on and from the 1st January 1864 and also for the services to be performed during the continuance of this Contract under the said last-mentioned Notice specified and mentioned in the Time Bills in the Schedule hereto annexed marked Nos. 1 and 2 or under such other Notice or Notices as may at any time hereafter during the continuance of this Contract be given to the said Company by the Postmaster-General for the time being pursuant to any of the Acts hereinbefore mentioned (except in case of accelerated speed or additional mail trains as hereinafter mentioned) and as also for and in compensation for the services performed on and from the said 1st of January 1864 and to be performed during this Contract specified and mentioned in the Time Bills in the Schedule to this Contract annexed marked Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 and performed or to be performed by the said train daily (Sundays excepted) leaving Belfast for Portadown at 11.15 A.M. Dublin time and in compensation for all and every existing service whatever and as also in compensation for the other services hereinbefore agreed to be performed hereafter on the different lines of the said Company's Railways by the express and ordinary passenger or goods trains of said Company save and except for the services to be so performed on the line of Railway between Lisburn and Banbridge shall and will well and truly pay or cause to be paid out of such aids or supplies as may be from time to time provided

Obligation on part of Postmaster-General to pay for services £4,200 per annum, by quarterly payments;

and appropriated by Parliament for the purpose unto the said Ulster Railway Company and their successors in full payment for all such services as before mentioned with the exception aforesaid the sum of £4,200 sterling in every year by quarterly payments and so in proportion for a less period than a quarter and further that in compensation for the services to be so as aforesaid rendered by the said Company by the express and ordinary passenger or goods trains running over the line of Railway between Lisburn and Banbridge so worked by the said Company in the performance of services between Belfast and Banbridge shall and will well and truly pay or cause to be paid out of such aids or supplies as aforesaid unto the said Ulster Railway Company for all such last-mentioned services the sum of £100 sterling in every year by quarterly payments and so in proportion for a less period than a quarter.

and for service between Lisburn and Banbridge, to pay £100 per annum.

Said annual payments to cover all services performed under this Contract, except in case of additional mail-trains, or for accelerated speed, and the Railway Company to hold the Postmaster-General harmless against all demands connected therewith.

18. Provided always and it is hereby mutually agreed and declared between and by the parties to these presents that the said respective annual payments of £4,200 and £100 shall be held to cover all services performed or to be performed under this Contract except in the case of additional mail trains being employed or for accelerated speed being required as hereinafter mentioned and that the said Ulster Railway Company shall hold the Postmaster-General for the time being harmless against all other demands whatsoever in connexion with said services.

Company to have power to alter services (save as excepted), upon giving the Inspector of Mails fourteen days' previous Notice in writing.

19. Provided always and it is hereby mutually agreed and declared between and by the parties to these presents that it shall be lawful for the said Company at any time during the continuance of this Contract to make any alteration in the times of despatch or arrival of any of the ordinary trains by which the Mail services specified and mentioned in the Time Bills in the Schedule to this Contract annexed marked 5, 6, 7, 8, 9, 10, 11, 12, and 13 are performed and in the times of despatch or arrival of the said mail-cars the services performed by which are specified and mentioned in the Time Bills in the Schedule hereunto annexed marked 12 and 13 and also in the times of despatch or arrival of the said train quitting Belfast for Portadown at 11.15 A.M. Dublin time and of any of the express and ordinary

passenger goods or luggage trains by which under or by virtue of the stipulations herein contained any Mail service is from time to time performed or to be performed (the trains by which the mails and mail-bags are or shall be forwarded under or by virtue of any Notice already given or to be hereafter given by the Postmaster-General under the said recited Acts or any of them and the trains by which the Mail services specified and mentioned in the Time Bills in the Schedule hereunto annexed marked Nos. 3 and 4 only excepted) upon giving fourteen days previous Notice to the Inspector of Mails in Dublin for the time being before the day on which such alteration is to commence and take effect.

The Railway Company to provide and run additional mail-trains when required by the Postmaster-General, at such compensation as may be agreed upon, or in case of disagreement, to be fixed by arbitration.

20. Provided also and it is hereby agreed and declared between and by the parties to these presents that in case at any time or times hereafter during the continuance of this Contract the Postmaster-General for the time being shall deem it necessary for the purposes of the Post Office that additional mail-trains shall be despatched on any of the lines of Railway of the said Company or on the line of Railway between Lisburn and Banbridge then and in such case the said Railway Company shall and will provide and run such additional trains at such hours and times as the said Postmaster-General for the time being shall by Notice under his hand given in pursuance of the said Act of the second year of the reign of Her present Majesty require and the compensation to be paid to the said Company for the use of such additional trains shall be as may be agreed upon between the parties or in case of disagreement shall be fixed by arbitration under the clause hereinafter contained in that regard and the Postmaster-General for the time being shall be at liberty at any time to alter the times of arrival and departure of such additional trains or to discontinue the same by Notice under his hand pursuant to the said last-mentioned Act and upon the discontinuance of any such additional trains the extra payment for same shall cease.

Postmaster-General may call upon Railway Company to run trains, under Notice, at an accelerated rate of speed; and remuneration for same shall, in

21. Provided also and it is hereby agreed and declared between and by the parties to these presents that in case at any time or times hereafter during the continuance of this Contract the Postmaster-General for the time being shall deem it necessary for the

[illegible] to this Contract

be required to be run by the Postmaster-General or unless a rate of speed greater than that set forth in the said Notice of the 28th November 1860 and mentioned in the Time Bills in the Schedule hereunto annexed marked Nos. 1 and 2 be required as aforesaid and in the case of an additional mail train being required the amount of such additional remuneration shall be as hereinbefore provided and in case of such accelerated rate of speed being required the additional remuneration shall in case of disagreement between the parties be ascertained in the manner hereinbefore mentioned and if by any such new Notice or new Notices the Postmaster-General shall require the said Company to run any passenger train as a mail train the same shall be deemed an additional mail train and such additional remuneration shall be paid to the Company for the use of the same as is hereinbefore provided in respect of additional mail trains.

Duration of Contract.

23. And it is hereby further agreed and declared between and by the said parties hereto that this present Contract shall continue in force on and from the 1st day of January 1864 up to and for the 31st day of December 1868 on and from which date the same shall determine provided that one of the said Contracting Parties shall have given to the other of them six calendar months' previous notice in writing of his or their desire to that effect and in case no such notice shall have been given then this Contract shall continue in force until one of the said Contracting Parties shall give the other of them six calendar months' previous notice in writing of his or their desire that the said Contract shall determine and on expiration of which notice this Contract shall determine accordingly without prejudice to any right of action or other proceeding which shall then have accrued to either party for any breach of Contract.

Determination of Contract not to alter or affect the rights of the Postmaster-General under Notice of 28th November, 1860, or under any other Notice which may be given under Acts of Parliament.

24. Provided also and it is hereby further agreed and declared between and by the parties to these presents that in case at any time or times hereafter this Contract shall be determined whether by six months' notice as hereinbefore provided or by mutual agreement or otherwise such determination shall not in anywise alter or affect the rights of the Postmaster-General for the time being under the said recited Notice of the 28th November 1860 or under any other notice which

may then have been given or his right to give any other Notice or Notices in pursuance of the said recited Acts or any of them with respect to the continuance alteration or discontinuance of the services mentioned in such Notice nor shall such determination or anything in these presents contained be deemed or taken in any manner to release or relieve the said Company or their successors or any of their officers from all and every their liabilities under the said Acts or any of them in reference to any services so required of them by notice from Her Majesty's Postmaster-General for the time being.

Services under Notice to continue notwithstanding determination of Contract; and remuneration for same shall, if necessary, be fixed by arbitration.

25. Provided also and it is hereby mutually declared and agreed that in case this Contract shall be determined at any time or times hereafter the services from time to time required of the said Company by the Notice of the 28th November 1860 or by any Notice or Notices pursuant to said Acts of Parliament and then being performed or required to be performed respectively shall remain and continue to be performed notwithstanding such determination and the remuneration to be paid to the said Company for the performance of such services after such determination of this Contract shall if necessary be referred to and fixed by arbitration as provided by the said Act passed in the second year of the reign of Her present Majesty.

Power to Postmaster-General to put an end to Contract at any time for non-performance of covenants.

26. Provided also that if the said Ulster Railway Company and their successors shall not well and faithfully observe and perform all or any of the covenants and agreements in this present Contract contained and on their part and behalf to be kept and performed it shall be lawful for the Postmaster-General for the time being by notice in writing under his hand at any time to put an end to this present Contract and thereupon the same shall be null and void subject nevertheless and without prejudice to any right of action which shall then have accrued to the Postmaster-General for the time being for any breach on the part of the said Railway Company of any of the covenants or agreements hereinbefore contained.

Guards and other officers to be furnished with a warrant from Secretary to General Post Office in Ireland, or Inspector of Mails in Dublin.

27. Provided always and it is hereby further declared and agreed between the said parties that all the guards and other officers of the Post Office who under the provisions of this Contract are to be carried and conveyed on the said lines of Railway shall be fur-

nished with a warrant or other authority to the said Company from the Secretary to the General Post Office in Ireland or the Inspector of Mails in Dublin for the time being And it is hereby further declared and agreed by and between the parties aforesaid that every notice in writing to be given to the said Railway Company and their successors under or by virtue or in pursuance of this present Contract shall be considered as duly given to them by being delivered to their Chief Clerk Manager or Secretary for the time being or left at their or one of their usual or well known offices station-houses or places of business.

Service of Notices.

28. And it is hereby further agreed and declared between and by the parties to these presents that if at any time during the continuauce of this Contract or after the determination thereof any dispute or controversy shall arise between the parties to these presents or their successors respectively concerning any breach or alleged breach by or on the part of the said Ulster Railway Company of this present Contract or the sufficiency of any such breach to justify the Postmaster-General in putting an end to the same or concerning any other of the covenants matters or things hereinbefore contained or in anywise relating thereto and notwithstanding the power hereinbefore contained to determine this Contract and any execution or attempted execution of such power the same shall be referred to the amicable decision and final award of two persons one to be named by the Postmaster-General for the time being and the other by the said Railway Company who shall have power before entering upon the reference to appoint an umpire in case of difference in opinion and any such award as may be pronounced in any such case shall be final and conclusive on the said parties respectively.

Arbitration clause.

29. And it is hereby further agreed and declared that it shall not be lawful or competent for the said Railway Company or their successors at any time or times during the continuance of this Contract without the consent of the Postmaster-General for the time being first had and obtained to give grant bargain sell assign set let or underlet or otherwise part with or dispose of this present Contract or undertaking or the benefit advantage or profit thereof or of the several

Non-alienation clause.

covenants matters and things herein contained to any person or persons whatsoever.

No Member of Parliament to be admitted to share of this Contract.

30. And it is hereby lastly agreed and declared that in pursuance of the directions contained in a certain Act of Parliament made and passed in the 41st year of the reign of His late Majesty King George III. intituled "An Act for Declaring what Persons shall be Disabled from Sitting and Voting in the House of Commons of Great Britain and Ireland" no member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

The Railway Company bind themselves to Her Majesty in £500 for due performance of Contract.

31. And for the due performance of all and singular the covenants and agreements hereinbefore contained which on the part of the said Ulster Railway Company are and ought to be performed they the said Ulster Railway Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the penal sum of £500 of good and lawful money of the United Kingdom of Great Britain and Ireland to be recoverable by way of liquidated damages and not by way of penalty In witness whereof the said Ulster Railway Company have caused their Common Seal to be hereunto affixed and the said Edward John Lord Stanley of Alderley hath hereunto subscribed his title of honour and affixed his Seal the day and year first in these presents written.

Sealed with the Common Seal of the Ulster Railway Company by order of the Board of Directors in presence of (*Seal of the Ulster Railway Company.*)

F. Broughton, Secretary.

Signed Sealed and Delivered by the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General in presence of (*Seal of the Postmaster-General.*)

J. L. Du Plat Taylor, General Post Office.

SCHEDULE REFERRED TO IN THE FOREGOING CONTRACT.

ULSTER RAILWAY COMPANY.

No. 1.

Day Mails.—Daily, Sundays excepted.

Portadown to Belfast Time Bill.	Dublin Time.
	H. M.
Train to be despatched from the Railway Station, Portadown, at . .	12 15 p.m.
„ to stop at Lurgan Station.	
„ to stop at Lisburn Station.	
„ to stop at Dunmurry Station.	
„ to arrive at the Railway Terminus, Belfast, at	1 15 p.m.

No. 2.

Day Mails.—Daily, Sundays excepted.

Belfast to Portadown Time Bill.	Dublin Time.
	H. M.
Train to be despatched from the Railway Terminus at Belfast, at . .	1 0 p.m.
„ to stop at Dunmurry Station.	
„ to stop at Lisburn Station.	
„ to stop at Lurgan Station.	
„ to arrive at the Railway Station at Portadown, at	2 0 p.m.

No. 3.

Night Mails.—Daily, Sundays included.

Monaghan to Belfast Time Bill.	Dublin Time.
	H. M.
Train to be despatched from the Railway Station, Monaghan, at . .	12 30 a.m.
„ to stop at Armagh Station.	
„ to arrive at Portadown Station, at	1 30 am.
„ to leave at	1 35 am.
„ to stop at Lurgan Station.	
„ to stop at Lisburn Station.	
„ to arrive at the Railway Terminus, Belfast, at	3 40 a.m.

ULSTER RAILWAY COMPANY—*continued.*

No. 4.

Night Mails.—Daily, Sundays included.

Belfast to Monaghan Time Bill.	Dublin Time.
	H. M.
Train to be despatched from the Railway Terminus, Belfast, at . .	9 30 p.m.
„ to stop at Lisburn Station.	
„ to stop at Lurgan Station.	
„ to arrive at Portadown Station, at	11 5 p.m.
„ to leave at	11 8 p.m.
„ to stop at Armagh Station.	
„ to arrive at the Railway Station, Monaghan, at	12 10 a.m.

No. 5.

Time Bill from Armagh to Monaghan.	Week Days.	Sundays.
	H. M.	H. M.
Train to be despatched from the Armagh Station, at .	7 0 a.m.	10 45 a.m.
„ to arrive at the Killylea Station, ...	7 18 a.m.	11 2 a.m.
„ to arrive at Tynan and Caledon Station, . .	7 25 a.m.	11 12 a.m.
„ to arrive at Glasslough Station, ...	7 35 a.m.	11 22 a.m.
„ to arrive at Monaghan Station, ...	7 55 a.m.	11 37 a.m.

No. 6.

Time Bill from Monaghan to Armagh.	Week Days.	Sundays.
	H. M.	H. M.
Train to be despatched from the Monaghan Station, at .	6 45 p.m.	3 30 p.m.
„ to arrive at the Glasslough Station, . . .	7 0 p.m.	3 45 p.m.
„ to arrive at Tynan and Caledon Station, . .	7 10 p.m.	3 55 p.m.
„ to arrive at Killylea Station, ...	7 15 p.m.	4 0 p.m.
„ to arrive at Armagh Station, ...	7 35 p.m.	4 20 p.m.

No. 7.

Time Bill from Monaghan to Armagh.	Week Days.	Sundays excepted.
	H. M.	
Train to be despatched from the Monaghan Station, at .	8 50 a.m.	
„ to arrive at the Glasslough Station, . . .	9 5 a.m.	
„ to arrive at Tynan and Caledon Station, . .	9 15 a.m.	
„ to arrive at Killylea Station, ...	9 20 a.m.	
„ to arrive at Armagh Station, ...	9 40 a.m.	

ULSTER RAILWAY COMPANY—*continued.*

No. 8.

Time Bill from Armagh to Monaghan.	Week Days.	Sundays excepted.
	H. M.	
Train to be despatched from the Armagh Station, at .	2 35 p.m.	
„ to arrive at the Killylea Station, ...	2 58 p.m.	
„ to arrive at Tynan and Caledon Station, at . .	3 5 p.m.	
„ to arrive at Glasslough Station, at . . .	3 15 p.m.	
„ to arrive at Monaghan Station, at . . .	3 30 p.m.	

No. 9.

Time Bill from Monaghan to Portadown.	Week Days.	Sundays excepted.
	H. M.	
Train to be despatched from the Monaghan Station, at .	12 55 p.m.	
„ to arrive at Glasslough Station, ...	1 7 p.m.	
„ to arrive at Tynan and Caledon Station, . .	1 17 p.m.	
„ to arrive at Killylea Station, ...	1 23 p.m.	
„ to arrive at Armagh Station, ...	1 37 p.m.	
„ to arrive at Portadown Station, ...	1 55 p.m.	

No. 10.

Time Bill from Armagh to Portadown.	Week Days.	Sundays excepted.
	H. M.	
Train to be despatched from the Armagh Station, at .	11 45 a.m.	
„ to arrive at the Portadown Station, at . . .	12 10 p.m.	

No. 11.

Time Bill from Portadown to Armagh.	Week Days.	Sundays excepted.
	H. M.	
Train to be despatched from the Portadown Station, at .	12 25 p.m.	
„ to arrive at the Armagh Station, at . . .	12 50 p.m.	

ULSTER RAILWAY COMPANY—*continued.*

No. 12.

Daily, Sundays excepted.

Car from Cookstown Railway Station to Dungannon Railway Station. Railway from Dungannon Station to Portadown Station Time Bill.	Dublin Time.
Car.	H. M.
Car to be despatched from Cookstown Station, at	7 0 a.m.
„ to arrive at Tullyhog, at	7 30 a.m.
„ to arrive at Stewartstown, at	8 0 a.m.
„ to arrive at Coalisland, at	8 30 a.m.
„ to arrive at Dungannon Post Office, at	9 10 a.m.
„ to arrive at Dungannon Station, at	
Railway.	
Train to be despatched from the Dungannon Station, at	9 25 a.m.
„ to arrive at Trew and Moy Station, at	9 36 a.m.
„ to arrive at Portadown Station, at	10 7 a.m.

No. 13.

Daily, Sundays excepted.

Railway from Portadown Station to Dungannon Railway Station. Car from Dungannon Station to Cookstown Railway Station Time Bill.	Dublin Time.
Railway.	H. M.
Train to be despatched from the Portadown Station, at	12 25 p.m.
„ to arrive at Trew and Moy Station, at	12 57 p m.
„ to arrive at Dungannon Station, at	1 10 p.m.
Car.	
Car to be despatched from Dungannon Station, at	
„ to arrive at Dungannon Post Office, at	1 35 p.m.
„ to arrive at Coalisland, at	2 10 p.m.
„ to arrive at Stewartstown, at	3 0 p.m.
„ to arrive at Tullyhog, at	3 20 p.m.
„ to arrive at Cookstown Station, at	3 44 p.m.

Dublin: Printed by Alexander Thom, 87 & 88, Abbey-street,
For Her Majesty's Stationery Office.

ULSTER RAILWAY COMPANY—*continued.*

No. 12.

Daily, Sundays excepted.

Car from Cookstown Railway Station to Dungannon Railway Station. Railway from Dungannon Station to Portadown Station Time Bill.	Dublin Time.
Car.	H. M.
Car to be despatched from Cookstown Station, at	7 0 a.m.
„ to arrive at Tullyhog, at	7 30 a.m.
„ to arrive at Stewartstown, at	8 0 a.m.
„ to arrive at Coalisland, at	8 30 a.m.
„ to arrive at Dungannon Post Office, at	9 10 a.m.
„ to arrive at Dungannon Station, at	
Railway.	
Train to be despatched from the Dungannon Station, at	9 25 a.m.
„ to arrive at Trew and Moy Station, at	9 36 a.m.
„ to arrive at Portadown Station, at	10 7 a.m.

No. 13.

Daily, Sundays excepted.

Railway from Portadown Station to Dungannon Railway Station. Car from Dungannon Station to Cookstown Railway Station Time Bill.	Dublin Time.
Railway.	H. M.
Train to be despatched from the Portadown Station, at	12 25 p.m.
„ to arrive at Trew and Moy Station, at	12 57 p.m.
„ to arrive at Dungannon Station, at	1 10 p.m.
Car.	
Car to be despatched from Dungannon Station, at	
„ to arrive at Dungannon Post Office, at	1 35 p.m.
„ to arrive at Coalisland, at	2 10 p.m.
„ to arrive at Stewartstown, at	3 0 p.m.
„ to arrive at Tullyhog, at	3 20 p.m.
„ to arrive at Cookstown Station, at	3 44 p.m.

Dublin: Printed by Alexander Thom, 87 & 88, Abbey-street,
For Her Majesty's Stationery Office.

Dated 4th day of October, 1865.

The Ulster Railway Company

TO

HER MAJESTY'S POSTMASTER-GENERAL.

CONTRACT

FOR THE

CONVEYANCE OF THE MAILS

BETWEEN

OMAGH AND PORTADOWN AND PORTADOWN AND CLONES.

ROBERT THOMPSON, Solicitor,
General Post Office, Dublin.

DUBLIN:
PRINTED BY ALEXANDER THOM, 87 & 88, ABBEY-STREET,
FOR HER MAJESTY'S STATIONERY OFFICE.

1865.

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CONTRACT

FOR

CONVEYANCE OF THE MAILS

BETWEEN

OMAGH AND PORTADOWN AND PORTADOWN AND CLONES.

THIS INDENTURE made the 4th day of October in the year of our Lord 1865 between the Ulster Railway Company of the one part and the Right Honorable Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General of the other part. Date. Parties.

. Whereas by Contract dated the 20th day of July 1864 and made between the said Ulster Railway Company and the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General the said Company amongst other services in the said Contract mentioned bound themselves to convey and forward as and in the manner therein specified Her Majesty's mails of letters together with the guards in charge thereof and the Inspector of Mails and such other officers of the Post Office as the Inspector of Mails in Dublin might require to from and between the Railway Stations at Monaghan and Belfast and intermediate stations once each way in each day of every week (Sundays included) at the times and hours and subject to the regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival set forth in Time Bills in the Schedule to said Contract annexed and marked Nos. 3 and 4 or to such other regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival as might thereafter be agreed upon between the said Company or their successors and the Postmaster-General for the time being. And whereas the Train referred to in the Time Bill in the Schedule to said Contract annexed and marked No. 3 quitting Monaghan daily (Sundays included) at 12·30 A.M. passed through Portadown and arrived at Belfast daily (Sundays included) at 3·40 A.M. and the Train referred to in the Time Bill in the Schedule to said Contract annexed and marked Contract of 20th July, 1864.

No. 4 quitting Belfast daily (Sundays included) at 9·30 P.M. passed through Portadown and arrived at Monaghan daily (Sundays included) at 12·10 A.M.

Discontinuance of portion of the services under said contract, and substitution of others in place of them.

2. And whereas under recent arrangements made as to transmission of the mails it has become necessary that that portion of the aforesaid services so specified in the Time Bills in the Schedule to said Contract annexed and marked Nos. 3 and 4 respectively which involves the conveyance of the mails to from and between Portadown and Monaghan so far as same are performed as running in connexion with the Train so arriving daily (Sundays included) at Belfast at 3·40 A.M. or in continuation of the Train so quitting Belfast daily (Sundays included) at 9·30 P.M. should be discontinued and that from the commencement and during the continuance of this Contract the trains plying in connexion with the Train so arriving at Belfast daily (Sundays included) at 3·40 A.M. as aforesaid should start from Omagh instead of from Monaghan and run on to Portadown thence continuing on to Belfast and the Train running in continuation from Portadown of the Train so leaving Belfast daily (Sundays included) at 9·30 P.M. as aforesaid should run on to Omagh instead of to Monaghan as hereinafter mentioned. And whereas arrangements have also been made for the conveyance of the mails daily (Sundays included) to from and between Portadown and Clones as hereinafter also mentioned.

Agreement on part of Railway Company.

3. And whereas the said Company have agreed to and with the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General that they the said Company for the considerations hereinafter mentioned shall and will from the commencement and during the continuance of this Contract convey and forward or cause to be conveyed and forwarded Her Majesty's mails and post letter-bags together with the mail guards in charge thereof and the Inspector of Mails in Dublin for the time being and such other officers of the Post Office as the said Inspector of Mails shall require upon the said Company's Railways between Omagh and Portadown and between Clones and Portadown respectively once each way daily (Sundays included) at such times and hours and respectively subject to such regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival as are mentioned

and set forth in the Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3, and 4 respectively and as and in the manner hereinafter particularly set forth.

Obligation on part of Railway Company.

4. Now this Indenture witnesseth that in pursuance of the said several agreements and in consideration of the covenants and stipulations herein contained on the part of the said Postmaster-General they the said Ulster Railway Company do hereby for themselves and their successors covenant promise and agree with and to the said Edward John Lord Stanley of Alderley on behalf of himself and his successors Postmaster-General for the time being in manner and form following that is to say:

To convey and forward the mails, &c., together with the guards and the Inspectors of Mails, in a separate Post Office carriage fitted up for sorting letters between the places and at the times specified in Schedules marked Nos. 1, 2, 3, and 4.

5. That they the said Company and their successors shall and will on and from the first day of August 1865 and until the determination of this Contract as hereinafter provided for duly and safely carry convey and forward or cause to be carried conveyed and forwarded in a separate Post Office carriage fitted up for sorting letters in manner approved of by the Inspector of Mails in Dublin for the time being (the internal fittings up for sorting being made at the expense of the Postmaster-General) all such Her Majesty's mails of letters and post letter-bags as shall be tendered unto the said Company their servants or agents by any officer of the Post Office for such conveyance together with the guards in charge of such mails and post letter-bags either when in charge thereof or when employed in fetching or returning back from the conveyance thereof and the Inspector of Mails in Dublin for the time being and such officers of the Post Office as the said Inspector of Mails may require once each way daily (Sundays included) to from and between the Railway Stations at Omagh and Portadown and also once each way daily (Sundays included) between the Railway Stations at Clones and Portadown and to from and between the several intermediate Stations on the said Company's Railways between Omagh and Portadown and between Clones and Portadown respectively and shall and will take up and duly and safely deliver at all and every of such stations respectively the said mails post letter-bags guards Inspector of Mails for the time being and other officers according to their respective destinations

at such times and hours and subject to such regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival as are mentioned and set forth in the respective Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3, and 4 respectively or to such other regulations and restrictions as to speed of travelling places and times of stoppage and times of departure and arrival as shall be agreed upon between the said Company or their successors and the Postmaster-General for the time being and be mentioned in other Time Bills to be framed accordingly.

The guards and other servants of the Railway, when duly required to do so, shall take charge of, deliver, and leave the mails, &c., sent by Trains, specified in Schedule marked Nos. 1, 2, 3, and 4, and such guards and servants while so employed shall be deemed to be in the employment of the Post Office.

6. And further that the guards and other servants of the said Company in charge of or travelling with the said last mentioned trains respectively shall in all instances when required so to do by the Postmaster-General for the time being or the Inspector of Mails in Dublin for the time being or other officer duly authorized in that respect by the said Inspector of Mails take charge wholly or in part as may be from time to time directed of all or any mails and bags of letters or packets and newspapers sent by any such trains so mentioned in the said Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3, and 4 respectively and in all or any such cases or case duly and safely deliver same or any of same so given into their charge at their respective destinations and also when thereunto required take charge of receive and deliver all such mails or bags of letters or packets and newspapers tendered to them at any of the stations mentioned in the Time Bills last aforesaid and such guards or servants whilst so employed shall be deemed to be for the time being in the employment of Her Majesty's Post Office.

The porters and other servants of the Railway Company to assist in loading and unloading of the mails, &c.

7. And the said Company hereby further covenant and agree for themselves and their successors that their porters and other servants shall and will at the several stations on their lines of railway mentioned in the Time Bills set forth in the Schedule hereunto annexed assist in loading and unloading the mails and bags of letters or packets and newspapers. And also that all Railway Carriages to be from time to time required under or by virtue of this Contract shall be provided and furnished by and at the sole costs and charges of the said Company who shall paint and fit

up same in all respects (except as regards the internal fittings for sorting letters which are to be done at the expense of the Postmaster-General) to the reasonable satisfaction of the Postmaster-General or Inspector of Mails in Dublin for the time being.

The Railway Company to provide such reasonable accommodation for the conveyance of the mails as may be required, and shall also provide for the safety of the mails.

8. And the said Company do hereby further covenant and agree for and on behalf of themselves and their successors that they the said Company shall and will at their own costs and charges provide all such reasonable accommodation for the conveyance of the Mails and Bags of Letters or Packets and Newspapers as the Postmaster-General for the time being or the Inspector of Mails in Dublin for the time being shall from time to time require and shall also take and adopt all necessary measures and precautions for the safety of the same to the satisfaction of the Postmaster-General for the time being or of the Inspector of Mails in Dublin for the time being and the said Company shall and will from time to time if required so to do by the Postmaster-General for the time being or by the Inspector of Mails in Dublin for the time being remove any of the carriages provided and furnished by the said Company under this Contract which shall become worn out or unfit for use and substitute other carriages in the stead and place of such carriages to the satisfaction of the said Postmaster-General.

And shall when required remove carriages which may be worn out and provide others in their stead.

In the event of any accident whereby the conveyance of the mails, &c., may be stopped, impeded, or delayed, the Railway Company to forward same by special trains.

9. And further that in the event of any accident happening to the said lines of Railways or any of them or to any train or carriage so to be employed as aforesaid whereby the conveyance of the Mails mentioned and specified in the Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3 and 4 respectively with the guards and officers accompanying same or any of same may be stopped impeded or delayed or in the event of any train or any such carriage as aforesaid being delayed or otherwise rendered too late so that any such mails guards or officers shall be prevented from arriving at the different stations upon the said respective Railways at the several times appointed and fixed for that purpose although no accident may have happened either to any such lines of Railway or any such trains or carriages then and in any such case the said Company shall and will forthwith at their own costs and charges and without any Notice or requisition from or by the Postmaster-General or any other person and with the

least possible hindrance or delay forward the said mails and bags guards inspectors or other post office officers by express or special trains to their respective place or places of destination on said Railways respectively.

If through default of the Railway Company in respect of the services in Schedule marked Nos. 1, 2, 3, and 4, the Postmaster-General shall be obliged to forward the mails at the public expense he may retain the sums so expended out of any moneys to be paid under this contract; and if same be insufficient, the Company to pay the deficiency.

10. Provided also and it is hereby further provided and declared that in case by reason of the default of the said Company or of any of their servants or officers in respect of the services specified in the Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3 and 4 respectively or in any Time Bills or Time Bill hereafter substituted for same or any of same under this contract the Postmaster-General for the time being his deputies or servants shall at any time or times be obliged to forward any of the said mails and bags of letters or packets newspapers guards or officers at the public expense then and in every such case it shall be lawful for the said Postmaster-General to retain out of the payments hereinafter agreed to be made to the said Company all such sums as shall be so paid or expended for the forwarding of any such mails or bags guards or officers or in case the same shall not be sufficient for that purpose then the said Company or their successors shall and will pay and reimburse the amount of such deficiency out of their own proper moneys.

Officer of the Post-office to be permitted to take up, receive, and deliver mails at any station where train stops, also to enter any station and pass to platform to deliver and receive mails.

11. And further that the said Company and their officers servants and agents shall permit any officer of the Post Office sent or travelling with any mails or post-letter bags to take up receive deliver leave or take away any mails or post-letter bags at any station at which the train by which he may travel shall stop and shall also permit any officer guard or messenger of the Post Office to enter upon any Railway Station and pass to the platform or other place where the train shall stop for the purpose of delivering leaving receiving or taking away any mails or post-letter bags sent or to be sent under or by virtue of this contract and shall also permit any officer of the Post Office to affix and use the bag apparatus at such points on said railways respectively as may be thought necessary and also to affix such apparatus to and use it in any carriages employed in the mail service on such railways the affixing and maintaining of such bag apparatus to be in all such cases at the cost and expense of the Postmaster-General.

And to affix and use Bag apparatus as may be necessary.

12. And this Indenture further witnesseth that in further pursuance of said agreement and in consideration of the covenants and stipulations herein contained on the part of the said Company the said Edward John Lord Stanley of Alderley doth hereby for himself and his successors Postmasters-General for the time being covenant promise and agree to and with the said Ulster Railway Company and their successors that he the said Edward John Lord Stanley of Alderley or other Her Majesty's Postmaster-General for the time being during the continuance of this contract and for and as compensation for the services to be performed during and in accordance with this contract as specified and mentioned in the Time Bills in the Schedule hereunto annexed and marked Nos. 1, 2, 3 and 4 respectively or to be specified and mentioned in any other Time Bills or Time Bill hereafter substituted under this contract for them or any of them shall and will well and truly pay or cause to be paid out of such aids or supplies as may be from time to time provided and appropriated by parliament for the purpose unto the said Ulster Railway Company and their successors in full payment for all such services the sum of £1,500 sterling in each and every year by quarterly payments and so in proportion for a less period than a quarter.

Obligation on part of the Postmaster-General to pay for services under this contract the sum of £1,500 per annum, by quarterly payments.

13. And it is hereby further agreed and declared between and by the said parties hereto that this Contract shall commence on the 1st day of August 1865 and shall continue in force (except in the event in the next following clause provided for) up to and for the 30th day of June 1870 on which date the same shall determine provided that one of the said Contracting Parties shall have given to the other of them six calendar months' previous notice in writing to that effect and in case no such notice shall have been given then this Contract shall continue in force until one of the said Contracting Parties shall give the other of them six calendar months' previous notice in writing of his or their desire that the said Contract shall determine and on expiration of the period mentioned in any such notice this Contract shall determine accordingly without prejudice to any right of action or other proceeding which shall then have accrued to either party for any breach of the said contract.

Duration of Contract

Power to Postmaster-General to put an end to Contract at any time for non-performance of covenants.

14. Provided however that if the said Company or their successors shall not well and faithfully observe and perform the several covenants and agreements in this contract contained and on their part and behalf to be kept and performed it shall be lawful for the Postmaster-General for the time being by notice in writing under his hand at any time to put an end to this contract and thereupon the same shall be null and void subject nevertheless and without prejudice to any right of action which shall then have accrued to the Postmaster-General for the time being for any breach on the part of the said Company of any of the covenants or agreements herein contained.

Officers of the Post Office travelling under this contract shall be provided with a warrant or authority.

15. Provided always and it is hereby further declared and agreed between the said parties that all the guards and officers of the Post Office who under the provisions of this contract are to be carried and conveyed on the said lines of Railway shall be furnished with a warrant or other authority to the said Company from the Secretary to the General Post Office in Ireland for the time being or from the Inspector of Mails in Dublin for the time being. And it is hereby further declared and agreed by and between the parties aforesaid that every notice in writing to be given to the said Company and their successors under or by virtue or in pursuance of this contract shall be considered as duly given by being delivered to the Chief Clerk Manager or Secretary of the said Company for the time being or left at one of the said Company's usual or well-known offices station-houses or places of business.

Service of Notices.

Arbitration Clause.

16. And it is hereby further agreed and declared between and by the parties to these presents that if at any time during the continuance of this contract or after the determination thereof any dispute or controversy shall arise between the parties to these presents or their successors or between either of the said parties and the successor of the other concerning any breach or alleged breach by or on the part of the said Company of this contract or the sufficiency of any such breach to justify the Postmaster-General for the time being in putting an end to the same or concerning any other of the covenants matters or things herein contained or in anywise relating thereto and notwithstanding the power hereinbefore reserved to determine

this contract and any execution or attempted execution of such power the same shall be referred to the amicable decision and final award of two persons one to be named by the Postmaster-General for the time being the other by the said Company and who shall have power before entering upon the reference to appoint an umpire in case of difference in opinion and any award which may be pronounced in any such case shall be final and conclusive on the respective parties hereto.

Non-alienation Clause.

17. And it is hereby further agreed and declared that it shall not be lawful or competent for the said Company or their successors at any time or times during the continuance of this contract without the consent of the Postmaster-General for the time being first had and obtained to give grant bargain sell assign set let or underlet or otherwise part with or dispose of this contract or undertaking or the benefit advantage or profit thereof or of the several covenants matters and things herein contained to any person or persons whatsoever.

No Member of Parliament to be admitted to share of Contract.

18. And it is hereby lastly agreed and declared that in pursuance of the directions contained in a certain Act of Parliament made and passed in the 41st year of the reign of His late Majesty King George III. intituled "An Act for Declaring what Persons shall be disabled from Sitting and Voting in the House of Commons of Great Britain and Ireland" no member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom contrary to the true intent and meaning of the said Act.

The Railway Company bind themselves to Her Majesty in £500 for due performance of contract.

19. And for the due performance of all and singular the covenants and agreements hereinbefore contained which on the part of the said Company are and ought to be performed the said Company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the penal sum of £500 of good and lawful money of the United Kingdom of Great Britain and Ireland to be recoverable by way of liquidated damages and not by way of penalty. In witness whereof the said Ulster Railway Company have caused their Common Seal to be hereunto affixed and the said Edward John Lord Stanley of Alderley hath hereunto subscribed his title of honour and affixed his Seal the day and year first in these presents written.

Sealed with the Common Seal of the Ulster Railway Company by order of the Board of Directors in presence of

(*Seal of the Ulster Railway Company.*)

H. M. BOURNE, Secretary,
4th October, 1865.

Signed Sealed and Delivered by the said Edward John Lord Stanley of Alderley Her Majesty's Postmaster-General in presence of

(*Seal of the Postmaster-General.*)

JOHN ROSE, Butler to Lord Stanley of Alderley.

ALDERLEY.

SCHEDULE REFERRED TO IN THE FOREGOING CONTRACT.

ULSTER RAILWAY COMPANY.

No. 1.

Night Mails.—Daily (Sundays included).

Portadown to Omagh Time Bill.	Dublin Time.
	H. M.
Train to leave the Portadown Railway Station, at	11 20 p.m.
„ to arrive at Dungannon Station, at	
„ to arrive at Omagh Station, at	2 5 a.m.

No. 2.

Night Mails.—Daily (Sundays included).

Omagh to Portadown Time Bill.	Dublin Time.
	H. M.
Train to leave the Omagh Railway Station, at	10 20 p.m.
„ to arrive at Dungannon Station, at	
„ to arrive at Portadown Station, at	1 20 a.m.

No. 3.

Night Mails.—Daily (Sundays included).

Clones to Portadown Time Bill.	Dublin Time.
	H. M.
Train to leave the Railway Station, at Clones, at	9 15 p.m.
„ to leave the Railway Station, Monaghan, at	10 5 p.m.
„ to arrive at Armagh Station, at	
„ to arrive at Portadown Station, at	11 5 p.m.

No. 4.

Night Mails —Daily (Sundays included).

Portadown to Clones Time Bill.	Dublin Time.
	H. M.
Train to leave the Railway Station, Portadown, at	1 35 a.m.
„ to arrive at Armagh Station, at	
„ to arrive at Monaghan Station, at	2 35 a.m.
„ to arrive at Clones Station, at	3 25 a.m.

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